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Title:

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Place:

Washington, D.C.

Date:

1920

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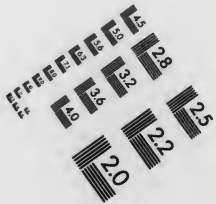
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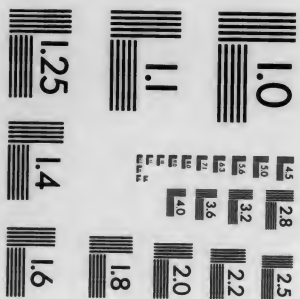
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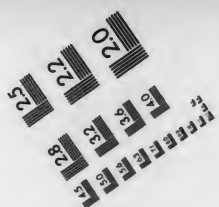
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U.S. Board of Mediation and Conciliation

Report of the Commissioner of Mediation  
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REPORT  
OF THE  
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ON  
THE OPERATIONS OF THE UNITED STATES  
BOARD OF MEDIATION AND CONCILIATION

▼  
1913-1919

—  
WASHINGTON, D. C.



WASHINGTON  
GOVERNMENT PRINTING OFFICE  
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**1913-1919**

**WASHINGTON, D. C.**



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**GOVERNMENT PRINTING OFFICE**  
**1923**



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UNITED STATES BOARD OF MEDIATION AND CONCILIATION.

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*Commissioner.*

G. WALLACE W. HANGER,  
*Assistant Commissioner.*

WILLIAM H. SMITH,  
*Assistant to the Commissioner.*

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WILLIAM H. SMITH,  
*Secretary.*

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## REPORT OF OPERATIONS OF THE UNITED STATES BOARD OF MEDIATION AND CONCILIATION.

UNITED STATES BOARD OF MEDIATION AND CONCILIATION,  
*Washington, December 1, 1919.*

### The President:

The statistical tables which accompany this report will readily disclose to students of industrial questions (those who wish to know rather than to speculate) the wisdom of the laws heretofore enacted by Congress providing for the composition of labor controversies that affect rail transportation and, equally so, the successful administration of these laws. The tables are presented in rather elaborate detail at this time, although somewhat repetitive of former reports, because (a) there never before has been compiled in connected form a verified list of all the controversies involving labor disputes between carriers engaged in interstate commerce and their employees in train operation, in which the services of agencies, acting under congressional authority, have been employed to assist in bringing about adjustments; (b) the desire of correspondents in all parts of the country for the definite information which such tables can best supply, and (c) because it is believed that the facts here assembled, in convenient form, may be of use to the Congress now occupied with a problem which, ever since the short, scattered roads began welding into connected systems, has taxed the thought of the best experts among employers and employees.

To provide for the safe, rapid, and uninterrupted movement of trains, the payment of a satisfactory wage to the employees who operate the signals, manipulate the throttles, work the brakes, shovel the coal, collect the fares, protect the trains, look after the comfort of travelers, handle the stuff, and at the same time provide a fair return to the class who furnish the operating capital, is a problem well worth the best legislative thought and action at this time. In no other field of research can more helpful information on this subject be found than in these tables; but they should be studied and the facts they develop should be considered in connection with the further fact that since the present law was passed only one strike has occurred after the services of the mediators were invoked, and the disputes which caused any cessation of train movement have been less than half a dozen, all of which were of limited extent and brief duration, causing but a minimum of inconvenience to the public. Inasmuch, however, as these tables do not disclose, and could not



be made even to indicate, the methods and processes adopted and employed by those charged with the execution of the law, whose prime and guiding purpose has always been to maintain uninterrupted train movement on established schedules, it will not be thought out of place to give in this connection as briefly as possible an interpretative exposition of the provisions of existing law and the methods of its administration, which, in the judgment of those most familiar with the subject, has proved 100 per cent good in its mediation provisions and in the main quite efficacious in its arbitration features.

It is assumed that students of the subject, and especially those Members of both Houses of Congress charged with the formation of the measures now pending, are familiar with the parliamentary history of Federal legislation as embodied in the four acts of Congress relating to the adjustment of railroad labor disputes. First, the law approved October 1, 1888 (25 Stats., 501), which never was called into use during the 10 years of its existence, presumably because of a provision that amounted to compulsory investigation in controversies affecting transportation companies engaged in interstate traffic; second, the act of June 1, 1898 (30 Stats., 424), commonly known as the Erdman law, which remained practically a dead letter for eight and one-half years, because the first attempt to utilize its provisions proved entirely abortive on account of the refusal of the railroad companies involved in the controversy to accept the friendly offices tendered by the mediators "in the manner and for the purposes contemplated by law; third, that part of the act of March 4, 1911 (36 Stats., 1397), supplementing the Erdman law, and, fourth, the present act, commonly known as the Newlands law, approved July 15, 1913 (38 Stats., 103).

The request for the services of the Federal mediators in the first case under the Erdman law was made promptly after its passage, and clearly set out the grounds of the complaint, which had been under negotiation for some time without successful adjustment and which was perhaps the immediate cause of the enactment of the law. Reference to the parliamentary progress of that law through Congress, where it received wide discussion, reveals that it was the fruit of joint endeavors on the part of employers and employees to secure a just and workable law for Federal mediation and arbitration, in substitution of the law of 1888. The history of this case as set out in full in a bulletin of the Bureau of Labor, No. 98 (1912), is very illuminative of the arbitrary attitude of railway managers in those days toward their employees. This was a movement, within the terms of the new law, by conductors and brakemen employed in switching service in the Pittsburgh district for (a) small increases in wages, (b) some changes in working conditions, and (c) a 10-hour day with pro rata overtime. It is interesting to note that at that comparatively

recent date (September, 1899) the rates of pay for conductors and brakemen were for—

	Cents per hour.
Day conductor.....	24
Day brakeman.....	18
Night conductor.....	25
Night brakeman.....	19

and that there was then no law limiting hours of service, and organized labor, practically unrecognized by captains of industry and largely held in contempt by employers, had only succeeded here and there in scattered parts of the country in negotiating any limitation whatever in hours of service; that the changes in rules asked for were minor improvements upon conditions which no railroad company now would attempt to justify. After several months spent in fruitless endeavors to secure any settlement of this controversy they sought the assistance of their national organization, but this was not given until after a biennial convention of the organization which was held a few months later, when, as stated by the grand master of the trainmen in a subsequent report, he "concluded, after a consultation with prominent members interested, my assistant officers, and the executives of other organizations represented in the federation who would become involved in the trouble, to test the efficiency of the act of Congress, approved June 1, 1898, commonly known as the arbitration law," and accordingly the subject was brought to the attention of the Federal mediators in a comprehensive statement of the issues, concluding as follows:

On account of the foregoing reasons and for other reasons, I have concluded that the controversy is sufficiently serious to warrant asking your intervention, as permitted by section 2 of the act of Congress approved June 1, 1898, entitled "An act concerning carriers engaged in interstate commerce and their employees." I therefore request you on behalf of the employees in the switching service on the lines referred to in Pittsburgh and vicinity who, as before stated, are fairly represented by the Brotherhood of Railroad Trainmen, of which organization I am the executive officer, to use your good offices with the officials of the said companies to the end that a reasonable adjustment of the complaints of such employees may be effected.

Promptly upon receipt of this request the chairman of the Interstate Commerce Commission and the Commissioner of Labor, the mediators designated in the law, addressed the proper officials of each of the 13 railways involved in the controversy, and lengthy correspondence ensued. The final replies of the presidents of the roads clearly show that they were the outcome of consultation and agreement, a sort of "collective bargaining," as these excerpts from letters of two of them taken at random indicate. One president states his position thus:

The question of what compensation shall be paid to its employees is of such grave importance that the officers of — Railroad do not feel that they can in any manner

relinquish their duty and right to determine it, according to their best judgment, nor by any act of their own subject the interests which are intrusted to them to the judgment of any other tribunal than themselves.

Another president expresses his refusal as follows:

The question as to the amount of compensation the company shall pay its employees involves the consideration of very many matters with which the officers of the company are familiar, and it is their duty after full conference with and due regard for the rights of employees to determine the question; and while they have the highest respect for you and confidence in your ability and impartiality, yet in this matter they feel that they ought not and can not rightfully relinquish their duty or delegate their power to determine that question.

After all the presidents had declined the proffer of assistance by the mediators, there remained nothing more for the mediators to do but to clear their docket of the case, which they did in a letter, addressed to Mr. P. H. Morrissey, grand master, Brotherhood of Railroad Trainmen, concluding with these significant words:

Under these circumstances it is clear that our duty in the premises has been discharged, and it only remains for us to inform you that our efforts have been unsuccessful. The employees represented by you have sought redress for the grievance, asserted by them, in the manner provided by the act of Congress. It is not their fault and we believe it is not ours, that nothing has been accomplished.

The employees in their efforts to secure a settlement of a controversy which they deemed just and fair, through the provisions of Federal legislation, received a slap in the face in their initial movement, the Federal mediators received a courteous but emphatic rebuff, and the law itself came near to receiving its death blow. This did not end the case, however. The employees, forced back to the use of their only effective remedy under such circumstances, prepared for a strike, whereupon the railroad officials very wisely concluded a settlement which not only recognized the right of the national organization to represent the employees but granted increases in rates of pay and improvements in working conditions that met the reasonable demands of the employees. It can scarcely be denied that the decision of the employees "to test the efficiency of the act of Congress" and the endeavors of the mediators to induce the railroad authorities to cooperate through them in reaching an amicable settlement had, in the meantime, secured the sympathies of public opinion. Quite apart from the exact question at issue in that controversy, the really important thing accomplished was that in the first case in which Federal law was invoked to settle a labor controversy its principles became a vital force of permanent influence. The immediate effect, however, of the action of the railroad officials in this case throws a flood of light upon the attitude and subsequent indisposition of labor organizations to freely invoke the law's aid in the settlement of their disputes, and, as a result, 105 strikes affecting

transportation, detrimental to the public interest, occurred throughout the country.

Eight and one-half years elapsed before the provisions of the law were again invoked, and this time it is noticeable that the request to the mediators came from one of the largest railroads in the country, too late, however, to secure their intervention before the strike had been inaugurated. The case was a peculiarly difficult one, as it involved not only wages and working conditions but a question of jurisdiction between different train organizations. The mediators promptly got into action and secured an amicable adjustment, through the willingness of the employees to accept the provisions of the then existing Federal legislation. Thereafter the act was invoked with increasing frequency and during the remaining six years of its life 61 cases were amicably settled, either by mediation or arbitration, under its provisions. At the time of the passage of the Erdman law discussion centered on its arbitration features and little attention was given to its mediation provisions. In practice, however, mediation proved much more important and efficacious, as reference to the tables will show.<sup>1</sup>

The Erdman law was much more limited in scope than the act of 1888. All classes of employees except those immediately connected with train movement, and all disputes except such as were directly related to transportation were left out of its provisions. All powers of compulsion which might be used either to induce the parties to invoke its provisions or to be bound by its administration and any possible power of the courts to enforce arbitration were eliminated. No restrictions upon employers to resort to a lockout were imposed, and the right of the employees to inaugurate a strike remained as free as if the act never had been passed. Compulsion was anathema. The only features of the law that imposed terms upon the parties were such as they might voluntarily enter into in the progress of the mediation.

In the administration of the law certain inadequacies were developed, which, coupled with the failure of the organizations and managers to harmonize with its spirit, resulted in the decision of the national organization, representing employees on 52 railroads, and the managers of these roads, to devise a scheme of arbitration outside of its provisions. A private agreement of their own construction was entered into which provided for a board of arbitrators composed of seven members, two of whom were designated by the parties to the controversy, namely, Daniel E. Willard, president of the Baltimore & Ohio Railroad, by the railroads, and P. H. Morrissey, former grand master of the Brotherhood of Railroad Trainmen, by the employees, to represent their respective interests. The other

<sup>1</sup> See Tables III and IV.

five members were of national character, all eminent in different fields of endeavor. Their names alone would seem to carry assurance of successful results. Oscar S. Strauss, of New York; Chas. R. Van Hise, of Madison, Wis.; Frederick N. Judson, of St. Louis, Mo.; Albert Shaw, of New York; and Otto M. Eidlitz, of New York, were selected, in accordance with the arbitration agreement, by the Chief Justice of the United States Supreme Court, the presiding judge of the Commerce Court, and the United States Commissioner of Labor, from a list of names furnished by the parties. It was provided in the arbitration agreement that a majority of the members of this board should be competent to make a valid and binding award and the parties pledged themselves to accept and abide by the same.

An analysis of the arbitration proceedings in this case and the report of the arbitrators is contained in Senate Document No. 493, Sixty-fourth Congress, first session, being a "Report of the United States Board of Mediation and Conciliation on the Effects of Arbitration upon Rates of Pay and Working Conditions of Railroad Employees," made in response to a resolution of the Senate of May 12, 1916. A thorough study of this case is well worth while. It is significant that Mr. Willard, who represented the railroads, attached his signature to the report merely as he stated in his explanatory note, for the purpose of signifying that the parties he was chosen to represent would abide by the award. Mr. Morrissey, who represented the employees, declined to sign the report and gave his reasons therefor in a statement based, not so much upon the failure of the employees to secure the raise in the rates of pay and the improvements in conditions which they had hoped for, but because he could not "from the labor point of view permit the majority report, its reasonings, and its recommendations in certain vital particulars to go unquestioned," and predicted its failure to settle the real questions at issue, as "it merely postponed the settlement of principles for which the engineers were contending." He recorded an emphatic dissent "from that recommendation of the board which in effect virtually means compulsory arbitration for the railroads and their employees" and which "would shackle the rights of a large group of our citizens" through laws which would necessarily forbid and criminalize strikes. His position was that the fear of the majority of the board of a general strike of all American railway employees, and which was the basis of all their arguments and recommendations, was a scarecrow, a condition "so impracticable as to question the propriety of any recommendation based upon it." He very strongly insisted that existing law, at that time the Erdman law, with certain changes or amendments, which afterwards found substantial expression in the present law, enacted shortly after, and

largely in consequence of the results of this case, met the conditions then under consideration and such conditions as were likely to arise in the future more successfully than would be the case if the recommendations of the majority were enacted into law, and in conclusion he paid a tribute to the Erdman law, as follows:

There has not been a railway strike of any serious consequence since the Erdman Act has been made effective. The organizations have availed themselves of this act as often as have the companies, and there is but one instance where a strike occurred after mediation had begun, and that strike resulted disastrously to the organization responsible for it. In the controversy which resulted in the present arbitration, neither side showed a disposition to take advantage of the act. The engineers were prepared to strike and the railways were willing that they should strike, or, if they felt differently about it, they at no time made this known. Their position did not indicate any fear of the power of the organization or any lack of ability to handle a situation which might grow out of a strike. Fortunately for the public's interest, the intervention of Judge Knapp and Commissioner Neill, although without authority under the law, did that which neither the railways nor the engineers appeared disposed to do, and thus averted a test of strength.

Right here it might be said that in the light of experience the Erdman Act is defective in not authorizing the Government officials to invoke, on their own motion, the provisions of this act. The act might also be amended so that the arbitration board might have three, five, seven, or nine members, depending upon the magnitude and importance of the issue, with the neutral representatives holding the balance of power. My experience in this arbitration convinces me that the representatives of no class, even that of the public, should have a majority of the members of the board.

The plain English of what Mr. Morrissey here says impressively presents a case of "the public be 'rapped,'" so far as the direct negotiation of the parties indicated, until the Federal mediators, without authority under the law, boldly intervened.

A long-pending controversy between substantially the same railroads and their firemen apparently awaited results in the case just reviewed, and when it became evident that negotiations between the parties would amount to nothing, the railroads proposed as a method of adjustment the procedure adopted in the engineers' case. This met with emphatic opposition from the firemen, who were not pleased with the experience of the engineers, and their executives declined to depart from the Federal law, basing their opposition partly upon the length of time consumed by the board in that case, the want of legislative authority to such a board to call and swear witnesses and to punish them for perjury, etc., but more especially because the arbitrators, with the exception of the member representing labor, had recommended a scheme which involved compulsory arbitration. President Carter, of the Brotherhood of Locomotive Firemen and Enginemen, in a statement given to the public, intimated that it was the purpose of the railroads "to mold public sentiment to the end that legislation would be enacted forbidding railway strikes." There were other reasons urged by the firemen for adhering to the



Erdman law, and eventually the railroad managers, who stood out stoutly against arbitration under that law, yielded. A joint request was accordingly presented to the Federal mediators for their services, which resulted in a unanimous award by a board of arbitrators composed of the vice president of one of the railroads, a vice president of the labor organization, and a third member nominated by the mediators. While the award in this case, although unanimous, was not in all its features what the parties, each in their respective interests, had hoped for, yet it became immediately more than 90 per cent effective, and such dissatisfaction as afterwards arose came from the failure to apply it properly on a few of the roads. This was the last case of importance settled under the provisions of the Erdman law, which has perpetuated the name of an otherwise unknown Member of Congress, who, with a determined purpose to serve the public interest, kept the subject alive through several Congresses, until its final enactment into law. It is such men who count in the national round-up. Perhaps less than half a dozen Members of the present Congress were his colleagues, and it is doubtful whether the face or form of this modest servant of the people can be recalled by any of them, yet his patient, persistent, patriotic service 20 years ago has had more to do than that of any other man with the prosperity of the railroads of the country and the uplift of their employees, not only in their living conditions but to something like a bargaining level with their employers.

By this time, 15 years after its enactment, during which period, as stated by Mr. Morrissey, only one strike took place in transportation service following the invocation of its provisions, and in that instance with but slight inconvenience to the public, experience had developed certain defects, more in its mechanism or operating features than in its spirit. All parties in immediate interest set about to remedy them, if possible, in time to take care of a situation more serious than any that had preceded, growing out of a concerted movement by the conductors' and trainmen's organizations, in support of their members in train service, for substantial increases in wages and some rather radical changes in working conditions. Practically all the railroads in eastern territory were involved. The number of employees was much larger, and vastly more capital was involved than in any labor controversy ever before inaugurated. The recommendations of the majority arbitrators in the engineers' case, accompanying their award—which in itself was measurably satisfactory to all parties so far as rates were concerned—had created widespread unrest among all classes of employees. Their report covered a range of subjects, pertinent and otherwise to the matter submitted to their decision, in such an exhaustive and scholarly way that the labor representatives throughout the country feared their crystallization

into law. And well they might have feared, for never before had such a constructive program been so conspicuously and effectively presented. The recommendations outlawing strikes and providing for compulsory arbitration especially aroused the antagonism of all organized classes of labor, sympathized in by a large majority of the unorganized workers throughout the country, and by no means an irresponsible segment of public opinion. The subject was very generally discussed in the press and, as might have been expected, was animated and acrimonious in trade journals, which aligned themselves almost without exception according to the interests they respectively represented.

After many conferences between leading railroad executives and the executives of the principal brotherhoods, in which the Federal mediators actively participated, the National Civic Federation proffered their services and secured from the parties an agreement to suspend any further action until after an effort to secure the passage of an adequate law could be made. With the hope that such legislation, eliminating the defects of the Erdman law and introducing such new provisions as experience seemed to demand, could be passed, a committee composed of the ablest representatives of employers and employees in railway transportation drafted a bill, which was sponsored by the National Civic Federation, and with slight change was passed by Congress and approved by the President July 15, 1913, and has remained the unamended law for the mediation and arbitration of labor disputes affecting the movement of trains to the present time.

It is not out of place, in this connection, to recall the firm stand taken, and successfully maintained throughout, by President Carter of the firemen's organization in favor always of working "under the law," although he has been known to bitterly denounce the way the law sometimes worked. In fact, it may be said that his refusal to submit the controversy between the firemen and 54 railroads in the East to any method except that provided by existing law, and the steady advocacy by him and the executives of all the other brotherhoods of a Federal law providing for mediation and arbitration, coupled with their "inalienable" right to strike, and their immovable opposition to compulsory arbitration, greatly influenced the National Civic Federation in its indorsement, and the action of Congress in the enactment of the present law which inherited its name from Senator Newlands, who introduced the bill in Congress.

This law followed in general the lines of the Erdman law, and a comparison of the two laws will show that the so-called defects of the old law were not numerous, and that only one radical change was introduced in the substitute. A permanent and independent Board of Mediation and Conciliation was created, directly responsible to the

President and the Congress; also the office of Commissioner of Mediation and Conciliation, charged directly with the execution of the law, and an Assistant Commissioner of Mediation and Conciliation, acting under his direction, and authority given for such employees as the work of the board might require; for all of which, and the general operation of the law, ample funds were provided by appropriation.

This law was not a hurry-up affair, in no sense a makeshift, but the result of long experience, patient endeavor, and the earnest work of the best and ablest men directly affected in their respective spheres, aided by the National Civic Federation, whose membership was composed of leaders in the industrial, scientific, social, political, and religious spheres of the country, and officered by such persons as Seth Low, Samuel Gompers, Benjamin Ide Wheeler, Isaac N. Seligman, John Hays Hammond, William R. Willcox, Maude Wetmore, August Belmont, Emerson McMillin, George W. Perkins, Alton B. Parker, Marcus M. Marks, E. R. A. Seligman, and D. L. Cease.

The public interest in the preparation of the proposed law was carefully guarded. Perhaps the most valuable improvement was the authority given the mediators to intervene in controversies (in the absence of request for their services by any of the parties) "in any case in which the interruption of traffic is imminent and fraught with serious detriment to the public interest," and it may be that the freedom of action in this regard which was to be exercised whenever "in its (the board's) judgment such action seems desirable" explains why such authority has been so rarely exercised, although the board has never hesitated to intervene whenever occasion "in its judgment" has so required. The radical change referred to related to the composition of arbitration boards, providing that "such controversies may be submitted to the arbitration of a board of six, or if the parties to the controversy so stipulate, to a board of three persons," two to be chosen by each of the parties, and the remaining two to be designated by the Board of Mediation and Conciliation if those chosen by the parties failed to agree in their selection. The provision in the Erdman law limiting the boards to three members was its feature most objected to, and furnished the railroads especially with arguments in their repeated efforts to draw away from the law; that the plan of arbitration provided by law limited to three members "left the decision in the hands of one man too much power," as they asserted, "for one man to have." Notwithstanding this contention, and the right which the Newlands law gave the parties to have a six-member board, in only one-third of the arbitrations resulting under the provisions of that law has it been exercised, and it must be acknowledged by all who are familiar with the subject that it has been the awards of six-member boards that caused the greatest dissatisfaction among the parties. Their contention in this regard was

the cause of many tedious, vexatious, and costly delays in negotiations, and whether sincere or otherwise, contributed more than all else to the ill-feeling between the management and the employees, which so largely hampered the first endeavors of the mediators in leading the parties to an amicable attitude toward each other and a right relationship to the subject matter in dispute.

Since the adoption of the present law a large majority of the cases, and many minor matters of interpretation, etc., not appearing in the records, have been settled in mediation which, after all has been said and done, is conspicuously its best feature.

Elsewhere in this report objections on the part of both employers and employees to arbitration have been alluded to, but it is proper in this connection to point out that the objection which carries most force and reason, as urged by employees, is that the application of an award is exclusively within the province and exercise of the employer; and it is claimed by employees that railroad officials, in the application of awards in many instances, have utilized every device calculated to curtail the benefits of improved conditions of service and to reduce the increased pay granted in the award so as practically to deprive the employees of benefits which the award apparently secured to them, contrary to the intent of the arbitrators. It is also claimed that in some instances, through such processes, the actual wages paid to employees under the award have been less than the wages the employees, engaged in similar service, earned under conditions and rates of pay existing before the arbitration.

If these objections should be overcome by amendment of the existing provisions of law, it is believed that the arbitration scheme set up by the act of July 15, 1913, would be more generally acceptable.

Mediation negatives compulsion, and arbitration by compulsion has been a flat failure wherever attempted. Experience having demonstrated, however, that the best-equipped peacemakers will fail to adjust some of the controversies arising in the future, Congress in its wisdom will probably adopt some scheme which somewhere in its machinery embodies the principle of compulsion. If this principle be conceded (to which this board does not adhere), a plan of arbitration along the following lines is suggested:

After the parties to a controversy have failed to reach a settlement in direct negotiation, and a resort has been had to mediation under existing law, and efforts to bring the parties to an amicable settlement in mediation having failed, such a situation shall be reported in record form by the Board of Mediation and Conciliation to the President, who shall determine the future procedure. The President may, if in his judgment the public interest so requires, take over and operate the property. If, however, the President decides that the controversy is one which should go to arbitration, he may transmit the record of the controversy, with such suggestions as he may deem

proper, to an arbitration board composed of — members, — of whom are to be selected by the President from lists of 10 names furnished respectively by the parties to the controversy, — from each list, the other member or members to be named independently by the President. To such arbitration board the parties shall resort, and the whole controversy opened up, making such use of the record as the parties to the arbitration may find convenient. The arbitration board upon completion of its hearings shall announce its conclusions on the merits of the controversy as thus presented, which shall take the form of an advisory opinion and have the force only of suggestions relative to a final disposition of the questions involved in the controversy. In case the conclusions of the arbitration board are acceptable to both parties, an award embodying such conclusions shall be immediately rendered by the board and shall be final and binding. If such conclusions of the arbitration board are not unanimously agreed to by the parties, they shall, nevertheless, be accepted by both parties for a period of at least three months, during which period the conclusions shall be applied as far as possible to actual operating conditions under the supervision of a committee, to be known as the application committee, to be composed of — railroad officials and — representatives of the employees, nominated by the respective parties to the arbitration and appointed by the arbitration board at the conclusion of the hearings. During the period of application the committee shall have the right to call upon the arbitration board for interpretation of its conclusions affecting any question that may arise regarding the manner of the application of said conclusions. If necessary the arbitration board may be reconvened for this purpose. At any time within the period of three months the application committee shall have the right to report to the arbitration board the results of its work and in case no changes are suggested the arbitration board, reconvened for the purpose of acting upon such report, shall incorporate its conclusions in an award which shall be binding upon the parties from the date of the announcement of the conclusions. If any changes are suggested in the report of the application committee such changes shall be incorporated in the award of the arbitration board.

From the inception of the controversy the best efforts of the parties, mediators, arbitrators, and members of application committees shall be used to reach amicable adjustments, and all members of application committees in the exercise of their efforts, irrespective of the interests they respectively represent, shall have access to all data and information in the possession of either party to the controversy relating to the subject matter in dispute.

In case such efforts are unsuccessful the board of arbitration may, nevertheless, render an award, and such award may be by a majority of the arbitrators and shall be final in so far as the questions and

matters in controversy between the parties are concerned; but the parties or either of them, if they so elect, can reject and refuse to abide the award. Such rejection, however, shall not become effective until after the expiration of 30 days from date of receipt by the arbitration board of formal written notice of rejection, containing reasons therefor.

Great Britain and the United States occupy the unique position of having no legislation abridging the right to strike. In both countries under official machinery provided for the adjustment of wage and other difficulties between railroads and their operating forces, in which every suggestion of compulsion has been carefully avoided, results have been much more satisfactory. Strange as it may seem in the case of these two countries where legal machinery has been provided for the settlement of grievances without any limitations upon the right to strike, the most pronounced successes in dealing with disputes have been attained.<sup>1</sup>

With the exception of those two nations all governments of any importance have, in one way or another, attempted by repressive legislation to prohibit strikes and compel the settlement of industrial disputes by arbitration, but not in the case of a single one has such legislation accomplished its purpose. On the contrary, industrial composure, individual thrift, and national prosperity have been and are most prevalent in those countries where the right of individual determination in matters of service has been least interfered with by legislation.

The theory in government which holds individual States in indestructible union reveals in the veins of every loyal American, who, in the hilarious exercise of personal freedom, never forgets his status in a composite society without whose protection he would cease to function as an operating force. With all the guaranties that the best government of the world throws around the workingman in America, is he, as some vainly imagine, going to pull down the grand structure, so largely a product of his fabrication? Never fear. And do not forget that these engineers, conductors, trainmen, firemen, telegraphers, signalmen, station agents, bridge builders, machinists, and clerks, constituting the highest class of service people, together with the general body of wage earners, through their savings-bank deposits, insurance, trust holdings, and direct investments, are the real owners of these railroads, and that the support, comfort, and happiness of their wives and children in the homes which they largely own, depend far more upon their uninterrupted and profitable operation than the people in managerial control imagine they do.

<sup>1</sup> A comprehensive discussion of this subject will be found in H. Doc. No. 2117, 64th Cong., 2d sess., Railroad Strikes and Lockouts.



In Australia, where compulsory arbitration in complete form has been attempted, it has not succeeded where applied. Statistics for the Commonwealth of Australia show that 92 strikes occurred during the period 1913-1917 alone, 36 being reported during the year 1917, the last year for which official information is available. During the fiscal year preceding the World War there were 46 strikes in New Zealand, where compulsory laws are provided. The judicial records of New South Wales show 6 convictions for illegal strikes in 1918 and 4 convictions for the first 6 months of the present year. The number of industrial disputes in Australia, as a whole, have steadily increased since the enactment of compulsory arbitration laws, and the principal method of their adjustment, as all official records show, has been mediation and not compulsory arbitration. From a review of the laws and an investigation of the experience in their administration in France, Italy, Russia, Roumania, and Turkey, all of which have adopted compulsory arbitration in one form or another, it will be learned that instead of preserving industrial peace and economic welfare, they multiplied the evils they were intended to prevent. Even in another group of countries, such as Canada, The Transvaal, Spain, and Portugal, where the right to strike has not been absolutely denied but where the exercise of this right has been made contingent upon certain conditions—a notification to the government of an intention to strike or delay until after governmental investigation and report—the results have not been what were expected. In the case of certain other European countries where restrictive limitations have been placed upon the right of railway workers in public service industries to strike, the results have been disappointing.

In the light of Australian experience it seems clearly evident that in the United States, where we have, comparatively speaking, a much wider extent of territory, a vast complexity of industry, great variations in industrial standards, wages, and industrial conditions, and absolutely no consensus of opinion as to the fundamentals of industrial relations, the establishment of a compulsory method of adjusting industrial disputes would be wholly futile and impracticable. Arbitration in its true essence is nothing more than the culmination of mediation, its only logical ending in all disputes (where mediation has failed) involving the public peace and welfare. It is inconceivable in this day of advanced enlightenment, when the greatest good to the greatest number of people should be the highest aim, and to which every selfish incentive should be subordinated, that a law to be voluntarily appealed to can not be drafted the very terms of which would serve to meet the requirements of any contention between employers and employees on subjects that involve the welfare of all the people of this great nation, boasting the highest type of civilization in the world.

Many persons confuse the meaning of the terms mediation and arbitration through which there is a clear and well defined line, running between the duties of a mediator and those of an arbitrator, the duties of a mediator being of an entirely different character from those of an arbitrator and of a more difficult nature. The mediator is a harmonizer, a peacemaker, a go-between. He confers with the representatives of each side to the controversy, gains as accurately as may be a clear understanding of the difference between them and endeavors first to find some common ground upon which the parties themselves, in restored friendly attitude toward each other, may reach amicable settlement. It should not be assumed that because a controversy was settled "through mediation" the mediator did all the settling. It is because he did not, that his work in many cases has so often been successful. Notwithstanding the draft upon his patience, frequently his last resource, he must keep in good mood and by every endeavor eliminate the ill-feeling, which, in some cases, by the time mediation is invoked, has forced the parties into intense antagonism. At the beginning of some of the cases it is impossible for the parties even to agree to confer with one another. Conferences being held, however, a better relationship is restored, and by process of cancellation, so to speak, first one and then another concession is made that result in most of the cases in understandings and settlement. The mediators make no decisions, but never hesitate to express opinions whenever the occasion requires in aid of mediation. There is no decision against either party and neither of them suffers defeat. On the other hand, an arbitrator does not mediate a controversy, he decides it. It is not his province to secure settlements; inevitable tangles result if he does. His duty is clear and he must never attempt to evade it. He sits in judgment, listens to each side as their contentions are presented and their proofs offered, and after consideration of the case as presented renders an arbitrary decision or award, the terms of which the parties, through an agreement negotiated by the mediator, have agreed to accept and abide.

Although a copy of the Newlands law is easily available to the student of the subject (U. S. Statutes at Large, vol. 38, p. 103), for the convenience of the general reader a copy is attached hereto a brief digest of which is as follows:

## SCOPE OF LAW.

- (a) Employers: Interstate common carriers by railroad.
- (b) Employees: All engaged in train operation or train service.

## ADMINISTRATION.

- (a) Commissioner and Assistant Commissioner of Mediation and Conciliation, appointed by the President.
- (b) Board of Mediation and Conciliation, consisting of the commissioner and two other officials of the Government who have been appointed by the President, by and with the advice and consent of the Senate, and designated by the President for this purpose.



(c) Boards of arbitration, of three or six persons, as may be agreed, selected one-third by each party and one-third by those thus chosen, or, in default of such selection, by the Board of Mediation and Conciliation.

## MATTERS COGNIZABLE.

Controversies as to wages, hours of labor, or conditions of employment which interrupt or threaten to interrupt the business of the employer to the serious detriment of the public interest.

## JURISDICTION DEFINED.

By request of either party, or board may proffer services.

## PROCEDURE.

- (a) Mediation and conciliation attempted through the board, which failing—
- (b) The board seeks to procure the submission of the dispute to a board of arbitration through agreement of the parties.

## AGREEMENT TO ARBITRATE.

- (a) Must be in writing, signed and acknowledged by representatives of both parties.
- (b) Must specify the questions to be arbitrated.
- (c) Must determine the period of beginning hearings and time allowed for making award (30 days, unless otherwise agreed).
- (d) Must fix date and length of term of operation of the award.
- (e) Must provide for the faithful execution of the award.
- (f) Must provide for filing awards and papers in the office of the clerk of the district court of the United States of local jurisdiction, to be final and conclusive, unless set aside for error of law apparent on the record. Provision may also be made for a reference to the same board or a subcommittee thereof of any dispute as to the meaning or application of any provision of the award.

## DUTIES AND POWERS OF THE BOARD OF MEDIATION AND CONCILIATION.

- (a) To attempt mediation and conciliation on the request of either party, or voluntarily.
- (b) To seek to procure arbitration where mediation is unsuccessful.
- (c) To appoint the neutral arbitrator or arbitrators where the representative arbitrators fail to do so.
- (d) To take acknowledgments of agreements to arbitrate.
- (e) To notify arbitrators of their appointment and fix the rate of their compensation.

## DUTIES AND POWERS OF BOARDS OF ARBITRATION.

- (a) To administer oaths and affirmations, require attendance of witnesses, production of books, papers, contracts, etc.
- (b) To make rules for the conduct of hearings.
- (c) To employ assistants for carrying on its work.
- (d) To make awards in accordance with the terms of the agreement to arbitrate.

## AWARDS.

The award must be restricted to questions specifically submitted to the board, or to matters directly bearing thereon. A copy must be furnished to each party, and one copy filed with the clerk of the United States district court of the locality. A copy of the award, and the papers, proceedings, and testimony in the case must be furnished the Board of Mediation and Conciliation and filed in its office.

## APPEALS.

Exceptions may be entered within 10 days of the filing of the award "for matter of law apparent upon the record" to the United States district court. An appeal on questions of law may be taken from this court to the circuit court of appeals having jurisdiction, within 10 days after its rendition, the decision on this appeal to be final.

## JUDGMENT OF COURT.

Ten days after an award is filed in the office of the clerk of the court, or 10 days after the decision on the exceptions or appeals, if such are taken, the award shall go into practical operation, if sustained, and judgment shall be entered thereon accordingly. If the exceptions were sustained, the award shall be set aside in whole or in part; but the parties may agree to a judgment disposing of the matter in dispute, which shall be final.

## ENFORCEMENT.

The award having thus become a judgment of a court, statutory and adequate jurisdiction can be enforced by the same methods as in other judgments.

Nothing in this act is to be construed as requiring an employee to render personal service without his consent, and no legal process may issue to compel such service.

There have been but two instances in the history of the present law where, mediation having been unsuccessful, the mediators could not induce the parties to arbitrate, and in both of these it became necessary for the Board of Mediation and Conciliation, on its own motion, to invoke your assistance. In each case your invitation to the parties, extended through the mediators, brought them promptly to the White House, with results which it is worth while to consider, as in both cases a breakdown of the law, which had been predicted, was averted; and for the further reason that pending legislation providing for compulsory arbitration or its equivalent will inevitably require Executive participation in every concerted movement where the public interest is seriously involved.

In the first of these cases—the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen and Enginemen against 98 roads in western territory, in July, 1914—the number of employees was given as 55,186; the mileage of the roads 145,114; and the annual increase in wages, as claimed by the railroads, amounted to \$40,886,708.57, all of which impressively indicate the magnitude of the interests involved, far larger than in any previous case. Mediation proceedings were held in Chicago, participated in by all the members of the mediation board, extending through several weeks, which accomplished nothing because the managers' representatives declined to accept any of the proposals of the mediators unless the counter demands of the companies were also considered. In other words, they reasserted the same position which the railroad managers had taken in the eastern movement of conductors and trainmen in 1913, which they finally abandoned. The employees met this repeated demand with emphatic protest, their contention being that a case had been made as set out in their demands and that these alone were the subject for mediation. Under these conditions it became the duty of the mediators to "at once endeavor to induce the parties to submit their controversy to arbitration in accordance with the provisions of this act," but all their efforts in that direction were unavailing. Neither side would yield. The members of the Board of Mediation coincided with the position of the employees, that only such questions as arose from the for-

mulated demands presented to the railroads and which accompanied the request for mediation services could properly be the subjects of arbitration, and accordingly used every effort in their power to induce the representatives to submit the controversy to arbitration in accordance with that plan.

In this impasse the board decided to ask your assistance, and the following correspondence ensued:

THE WHITE HOUSE,  
Washington, August 2, 1914.

MY DEAR SIR: I greatly appreciated the opportunity to confer yesterday with you and the committee of managers associated with you, and with the representatives of the engineers and firemen employed on western roads, and was very much gratified indeed by the frank spirit of cooperation with which I was met.

I am sure that you appreciated the extreme gravity of the situation into which the country and your roads would be plunged if the strike now threatened should unhappily occur. In view of world-wide conditions, unparalleled in recent history, which have arisen within the last few days, it is obvious that the suspension of business on roads serving more than half the territory of the United States would be a calamity of incalculable magnitude. The situation has reached a crisis which hardly permits a full consideration of the merits of the controversy, and I feel that in the circumstances I can appeal with confidence to your patriotism and to your regard for the public welfare to make whatever sacrifice is necessary to avert a national disaster. The mediators under the Newlands law were impelled to propose a certain plan of arbitration because they were fully convinced, as I am also convinced, that under existing conditions no other peaceful solution of the dispute is possible. For these reasons I very earnestly urge your acceptance of that plan, even though you may regard it as in some respects unfair to the interests you represent; and I am certain that in so doing you will perform an invaluable public service which will be everywhere applauded and deeply appreciated.

Very sincerely, yours,

WOODROW WILSON.

Mr. A. W. TRENHOLM,  
Chairman, Conference Committee of Managers.

WASHINGTON, D. C., August 3, 1914.

DEAR MR. PRESIDENT: Our committee has been fully impressed with the grave public considerations that you so strongly urged upon us in our conference of Saturday with you, and again in your letter delivered to us last night.

Under any ordinary circumstances we should feel that our plain duty to the interests committed to our charge would not merely justify but would require us to insist upon a plan of arbitration that would recognize our right to be heard upon claims regularly presented on our behalf. But we also appreciate keenly, as you have pointed out, that an unparalleled condition has arisen which hardly permits a full consideration of the merits of our case, and which constrains you to ask us to waive any discussion of merits and accept the plan of arbitration proposed by the mediators, which you feel convinced offers under the existing circumstances the only possible way of averting a disastrous strike upon all the railroads in the western half of the United States.

In view, therefore, of the situation as you have presented it, and of your appeal to our patriotism and to our regard for the public welfare, we beg to express to you herewith our acceptance of the plan of arbitration proposed.

Respectfully,

A. W. TRENHOLM,  
Chairman, Conference Committee of Managers.

The PRESIDENT,  
The White House.

An arbitration submission was immediately executed, and the case thenceforward took the usual course.

The second case which called for Executive intervention was national in its scope, involving every railroad in the United States engaged in interstate commerce, and grew out of the concerted demands of all the employees members of the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, and Brotherhood of Railroad Trainmen.

At last a crisis had been reached the magnitude of which vastly overshadowed any past conditions. For the first time in our history a nation-wide demand was made by the most powerful of the labor organizations of the country for a basic eight-hour day without reduction in wages for the longer hours then prevalent, and which everybody thought would continue under more or less varied conditions, with penalty overtime after eight hours.

A review of this case at this time is not needed, as it is fresh in the memories of everybody. The result was a call of all the parties to the White House upon the suggestion of the Board of Mediation and Conciliation, to avoid the measureless calamity to the entire country that appeared to be imminent. The Adamson law (act of Sept. 3-5, 1916, 39 Stats., 721)—not the law drafted by a committee composed of Interstate Commerce Commissioner Clark, Assistant Attorney General Todd, and the Commissioner of Mediation, the undersigned, appointed by the President—was hurriedly passed. It was thought at the time that it was the concerted product of the interests immediately involved, and this thought perhaps stimulated the precipitate action of Congress. Since its passage, however, none of these interests has claimed parentage or acknowledged responsibility for its enactment. The law, however, must be credited with unlocking at the moment what appeared to be a deadlock in the greatest of all known labor controversies; but, like all makeshift laws and most laws enacted as expedients under pressure, it soon lost its influence for good, if, indeed, it ever possessed any, and now occupies no place in the settlement of labor disputes.

During the existence of the present mediation law, from the date of its enactment, July 15, 1913, to the date on which the Government took control of the railroads, all classes of employees subject to its provisions, including engineers, firemen, hostlers, conductors, trainmen, telegraphers, signalmen, towermen, and station agents, received larger increases in wages and greater curtailments of hours of service than during any similar previous period; also many improvements in conditions of service, guaranteeing their participation in the revenue results of their labors.

During this period of four years and four months the railroads enjoyed a prosperity unsurpassed in any previous period of the same length in their history. The extent to which traffic increased during

this period may be seen from the fact that passengers carried 1 mile increased from 33,875,085,958 in 1913 to 39,476,858,549 in 1917, while the volume of freight traffic expanded from 297,722,528,693 ton-miles in 1913 to 394,465,400,493 ton-miles in 1917. The income of the transportation companies from actual rail operations was \$1,069,750,514 in 1917, as compared with \$829,863,000 in 1913, which up to that time had been comparatively a very prosperous year. The net revenue from operation for each mile of single track operated increased during this period \$1,576. By the end of June, 1917, the railroads had increased their investment in road and equipment, as compared with the same month in 1913, more than \$2,000,000,000.

During this period roadbed and structures were improved and strengthened, heavier tractive power and cars of greater capacity were put in use, train and car loading were greatly increased. As a result of this managerial policy, and in the face of wage advances and increases in other elements of transportation outlay, the labor and other costs for moving each ton-mile of traffic actually declined, and because of the development of this increased efficiency of labor and operating management the railroads, despite their failure to secure authorization for advances in freight rates which they claim were needed, were able to add to their net returns, and dividends which they actually paid advanced from \$369,077,546 to \$381,851,480. The percentage of stock on which dividends was paid was materially increased, the physical conditions of the property and the living conditions of the employees greatly improved, and the public welfare in many respects promoted. All these benefits were brought about with very small additions in the average cost of transportation of persons and property within the period covered by the life of the present mediation law.

During the period from July 15, 1913, to June 30, 1919, the services of the board were:

	Number of cases.	Involving—	
		Railroads.	Employees.
Requested by—			
Railroads in.....	92	392	477,667
Employees in.....	74	85	23,211
Jointly in.....	27	50	21,401
The public in.....	2	2	135
And tendered to—			
Railroads and employees jointly, in the absence of any request, in.....	16	57	98,396
	148	586	620,810

Disposition was made of these 148 cases as follows:

Settled by—	
Mediation alone.....	70
Mediation and arbitration.....	21
	91
The parties before mediation began.....	11
The parties after mediation began.....	8
	19
Congressional action (Adamson law).....	1
	111

Mediation suspended or discontinued.....	3
No action taken by board, because existing controversy did not come within provisions of Newlands law.....	11
Controversy abandoned by employees.....	2
Agreement on some points reached in mediation, and mediation discontinued before final settlement because of roads being taken under Federal control..	2
Removed from jurisdiction of board before mediation began, because of roads being taken under Federal control.....	14
Services of board declined by—	
Railroads.....	2
Employees.....	1
	3
Cases pending.....	35
	2
Total number of cases.....	148

In these cases, first and last, every dollar of the \$16,000,000,000 invested in railroads and every one of the 400,000 employees in transportation service were directly concerned, and all parties enjoyed the impartial judgment, the sympathetic responsiveness, and the highest endeavors of those charged with the administration of the law. It is fairly inferable that the services of the United States Board of Mediation and Conciliation in assisting in bringing about quick and amicable adjustments of railroad labor controversies had some measurable part in producing the prosperity above referred to. As a matter of fact, by preventing dislocations and stoppage of work, it made this prosperity possible. Holding steadily to the principle that its highest duty under the law was to the traveling and shipping public, the board was not an unimportant factor at all times in the maintenance of rapid, safe, and uninterrupted transportation service, such as the country had never enjoyed before.

The true expression of all labor is productivity, another term for wealth.

When that class of society which, by accident, inheritance, or selection, controls and directs the use of capital, concludes to act upon the principle that in the distribution of this wealth a fair share should be given, irrespective of the cost of living, to another class of society whose hands, muscles, sweat, risk, and hardships helped to produce it; and when this latter class that actually performs the manual labor of production recognizes the principle that investors in honestly capitalized industries are entitled to their just share of the wealth, then, and not until then, will these two classes be able to assemble around the council tables on equal terms and conduct negotiations that will guarantee the industrial rest to which society is entitled.

Only a few decades ago one-fourth of the productivity of American labor was the fruit of hands shackled in human slavery and the other three-fourths was largely wrought out under the autocratic "Come" and "Go" of captains of industry. Before the great World War



began, only five years ago, in one of the most powerful nations with which our country became an ally, there was a law in active enforcement that permitted a man to be shot who exercised the right to strike, and in another of these allied nations there was a law under which a man, who, in concert with others, quit work, could be drafted into the army and required, under military discipline, to perform the work which as a free man he had declined to perform.

The great war has suddenly thrust upon the councils of the nations many problems which will require the best thought of the future statesmen, but none is more important than the labor problem, regarded by many as most difficult of all, yet the one susceptible of the easiest and most enduring solution by these two elements of society dealing directly with each other. Throw wide open the door of the council room where the representatives of capital have been wont to hold their collective bargaining meetings in secret; open equally wide the door that leads to the lodge room where "the ways that are dark and the tricks that are vain" have too frequently been concocted. "Let a little sunshine in." The public, whose servants both parties are, has a right to know and to have equal voice in these councils. Meet each other like free men, upon absolutely equal terms, without waiting until the trouble is in existence or even imminent. The day has come when all parties must be accorded a voice in the councils that determine in advance the nature of the service to be performed and determine the distribution of its productivity. If capital will grip this principle and labor adopt it in true allegiance, both invoking the golden rule as a solvent, there will be no longer cause for invoking compulsory arbitration. Congress will be relieved of its most embarrassing, ever recurrent, problem; the public will rejoice in a deep sense of security, employers and employees will become members of a common brotherhood, with strikes and lock-outs only industrial reminiscences.

This is not a chimeric prophecy. Such conditions already exist in certain industries of large magnitude employing thousands of men constituting whole communities. The value of the products of one of these enterprises for the year ending June 30, 1919, was \$33,500,000; the number of men employed, 5,500; the average weekly wage increased from \$15.03 during five years to \$32.44; the value of the product increased from \$9,000,000 to \$33,500,000. While wages were thus increased 110 per cent (considerably beyond the increased cost of living in that locality during that period) and the cost of materials used in manufacture increased 50 per cent, services outstripped both wage and material increases with the remarkable consequence that the company has found it necessary to increase the cost of the finished product to the consumer by only 10 per cent. The net increase in manufacturing cost was only 7 per cent.

The record of another company operating rolling mills, a blast furnace, and extensive coal mines in different parts of the country,

employing thousands of men, with products exceeding \$50,000,000 in value, has been operating about 20 years and has never had a strike and is running to-day with an actual per-man production greater than before the armistice. There is nothing strange in the cases here referred to. They illustrate the fundamental principle of industrial democracy, which is nothing more than the Golden Rule in practical application.

But some will say that such principles are too Utopian to be applied to a nation-wide condition of unrest that shakes the foundations of republican government, threatens to plunge society at large into industrial convulsions, and which can only be averted by a law of Congress with "teeth" in it, whatever that may mean—compulsion in some form, assuredly. Let this be conceded with this amendment: What kind of compulsion? Is the compulsion to consist of fines and imprisonments, contempt proceedings, and injunctions, which always have increased the trouble they were intended to prevent? Or shall the compulsion exist in a law constructed along the lines of existing law preserving inviolate the principle of voluntary invocation? Its provisions should be made so fair, so safe, so attractive that neither of the parties to a controversy could afford to ignore its appeal to reason, or the one that did would encounter the condemnation of society, without whose sanction no cause is just.

Appropriations to meet the cost of the work of the board have never been large, when compared with its character and volume, but always ample.

The sum of appropriations made for the board during the six years since its creation (July 15, 1913, to June 30, 1919) totals \$335,000, an approximate average of \$55,834 per year, as follows:

1914. Regular appropriation.....	\$25,000	
Deficiency appropriation.....	10,000	
Deficiency appropriation.....	40,000	
		\$75,000.00
1915. Regular appropriation.....	50,000	
Deficiency appropriation.....	10,000	
		60,000.00
1916. Regular appropriation.....		50,000.00
1917. Regular appropriation.....		50,000.00
1918. Regular appropriation.....		50,000.00
1919. Regular appropriation.....		50,000.00
Total appropriations.....		335,000.00
Expended.....		245,117.01
Unexpended balance.....		89,882.99

These unexpended balances, approximating a yearly average of \$15,000, have from year to year been covered into the United States Treasury, as no unexpended balances ever were reappropriated. Unexpended balances resulted partly from the fact that provision was made for arbitrating certain cases that appeared likely to go

to arbitration when the various estimates were made. Those cases, however, were finally settled through mediation and did not progress to the arbitration stage.

Of the total expenditures of \$245,117.01, the sum of \$98,343.72, or 29½ per cent of the total appropriations, was applied to the expenses of arbitration proceedings, as follows:

To arbitrators and clerical assistants to arbitration boards for—	
Compensation.....	\$42,767.95
Transportation.....	2,491.82
Subsistence and other travel expenses.....	7,952.09
Stenographic reports of testimony.....	43,328.90
Printing.....	1,643.75
Telegrams and miscellaneous items.....	159.21
Total.....	98,343.72

The balance of the total expenditures, amounting to \$146,773.29, or 43½ per cent of the total appropriations, was applied to administrative purposes, as follows:

Salaries.....	\$91,501.23
Compensation to temporary clerical assistants.....	12,169.94
Transportation of mediators.....	7,944.21
Subsistence and expense of mediators while in a travel status.....	10,628.42
Communication service:	
Telegraph.....	\$2,155.74
Telephone.....	1,168.95
Stationery.....	3,324.69
Printing.....	1,182.52
File cases and other equipment.....	2,798.63
Rent.....	1,905.56
Books of reference, and other miscellaneous items.....	14,545.00
Total.....	773.09
Total.....	146,773.29

And there was covered into the Treasury 26½ per cent of the total appropriations, in unexpended balances, amounting to \$89,882.99.

*Summary.*

Expended for—	Amount.	Per cent of total appropriations made.
Administration.....	\$146,773.29	43½
Arbitrations.....	98,343.72	29½
Total expended.....	245,117.01	73½
Unexpended balances covered into the Treasury.....	89,882.99	26½
Total appropriations.....	335,000.00	100

From the foregoing statement it will be seen that the cost of administration of the law has been kept within less than one-half of the total appropriations; that something over one-quarter has been applied to meet expenses of the comparatively few cases that went to arbitration; and that more than one-quarter of the total appropriations have been covered back into the Treasury.

Early in the life of the board it was decided that its work could be more expeditiously and satisfactorily performed by holding the mediation sessions at points where the trouble existed. While this plan increased the cost to the Government somewhat, we now know from experience that it was the wisest. The policy and the practice of the board has always been to get a representative "on the ground" before an actual stoppage of train movement had occurred, regardless of the source from which information of trouble came. Generally speaking, the requests came from one or the other of the parties, and not infrequently all parties joined. In some instances the requests came from State and local officials, chambers of commerce, and occasionally through Senators and Representatives.

In a few of the more important cases sessions of the full board have been held in New York and Chicago, continuing for many days, but as a general rule a case would be mediated by a single member, frequently conducting two cases at the same time. Mediation conferences have been conducted at Bangor, Me.; St. Albans, Vt.; Boston, Mass.; New Haven, Conn.; New York, Albany, Buffalo, Rochester, and Syracuse, N. Y.; Cleveland, Cincinnati, Columbus, and Steubenville, Ohio; East St. Louis and Taylorville, Ill.; Portland and Baker, Oreg.; San Francisco, Calif.; Denver, Colo.; Kansas City, St. Louis, and Hannibal, Mo.; Detroit and Manistee, Mich.; Bainbridge, Savannah, Augusta, Atlanta, Gainesville, and Valdosta, Ga.; Norfolk, Va.; Wilmington, N. C.; DeQueen, Ark.; Jacksonville, Pensacola, and Port St. Joe, Fla.; Galveston, Houston, Dallas, and Tyler, Tex.; Winnfield, Shreveport, and Monroe, La.; Gulfport, Miss.; Louisville, Ky.; Nashville, Tenn. Practically all of the controversies arising in what is known as the southeastern territory, comprising the railroads east of the Mississippi River and south of the Ohio River, also the Baltimore & Ohio and the Pennsylvania Railroads, are mediated at the offices of the board.

Much of the time of the commissioner, the assistant commissioner, and the assistant to the commissioner has necessarily been occupied at points distant from Washington. In many instances the calls upon the board have been of such number and character that all of its agencies have been engaged at the same time in different parts of the country, in some cases for many days continuously.

Upon the transfer of Assistant Commissioner Hanger to the Railroad Administration at your request on June 1, 1918, William H. Smith, the secretary of the board, was appointed assistant to the commissioner, and since that date has performed the services theretofore performed by the assistant commissioner under the act.

WILLIAM L. CHAMBERS.

TABLE I.—Cases of mediation and arbitration under the Newlands Act, July 15, 1913, to June 30, 1919.

[With few exceptions all of the cases in the following table resulted from demands made by employees for increases in wages, reduction of hours of service, and other changes in working conditions. A comparatively small number of the cases arose out of demands for reinstatement of discharged employees and disagreements regarding interpretation of contracts.]

## Abbreviations:

Abbreviations:	
Brotherhood of Locomotive Engineers.....	B. L. E.
Brotherhood of Railroad Signalmen.....	B. R. S. of A.
Brotherhood of Locomotive Firemen and Enginemen.....	B. L. F. & E.
Order of Railway Conductors.....	O. R. C.
Brotherhood of Railroad Trainmen.....	B. R. T.
Order of Railroad Telegraphers.....	O. R. T.

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Abbreviations—Continued:	
Brotherhood of Railroad Signalmen of America.....	B. R. S. of A.
Switchmen's Union of North America.....	S. U. N. A.
International Brotherhood of Maintenance of Way Employees.....	Int. B. M. W. E.
Amalgamated Association of Street & Electric Railway Employees of America.....	A. A. S. & E. Ry. E. of A.

Application.		Railroads involved.	Approximate mileage operated.	Employees involved.			Mediation conferences.		Settled by—	Date mediation agreement reached.
Date received.	Made by—			Class.	Approximate number.	Represented by—	Began.	Place.		
1913. July 16	(Services tendered.)	Baltimore & Ohio.....	4,456.33							
		Baltimore & Ohio Southwestern.....	921.44							
		Bessemer & Lake Erie.....	212.54							
		Boston & Albany.....	303.81							
		Boston & Maine.....	2,301.90							
		Buffalo, Rochester & Pittsburgh.....	576.46							
		Buffalo & Susquehanna.....	276.49							
		Central New England.....	276.83							
		Central R. R. of New Jersey.....	676.07							
		Chicago, Indianapolis & Louisville.....	616.60							
		Chicago, Indiana & Southern.....	338.84							
		Chicago, Terre Haute & Southern.....	361.57							
		Cincinnati, Hamilton & Dayton.....	1,014.00							
		Cincinnati Northern.....	244.67							
		Cleveland, Cincinnati, Chicago & St. Louis.....	2,013.78							
		Dayton & Union.....	47.00							
		Delaware & Hudson.....	833.61							
		Delaware, Lackawanna & Western.....	959.81							
		Detroit, Toledo & Ironton.....	441.29							
		Grand Rapids & Indiana.....	577.78							
		Hocking Valley.....	331.50							
		Kanawha & Michigan.....	176.60							
		Lake Erie & Western.....	905.61							
		Lake Shore & Michigan Southern.....	1,872.30							

2	July 29	Roads.....		Engineers..... Firemen..... Trainmen.....	483	B. L. E. B. R. C. & E. B. R. T.	Aug. 4	Chicago, Ill.	Mediation and arbitration. Aug. 8
3	July 31	Road.....		Engineers..... Firemen..... Trainmen.....	5,617	B. L. E. B. R. C. & E. B. R. T.	Aug. 9	San Francisco, Calif.	Mediation..... Aug. 18
4	July 31	Employees.....		Engineers..... Firemen..... Trainmen.....	8,325	B. L. E. B. R. C. & E. B. R. T.	Aug. 11	St. Albans, Vt.	Mediation..... Aug. 13
5	Aug. 8	Jointly.....		Conductors..... Trainmen.....	755	O. R. C. B. R. T.	Aug. 8	St. Louis, Mo.	Mediation..... Aug. 12
6	Aug. 12	Jointly.....		Conductors..... Trainmen.....	3,744	O. R. C. B. R. T.	Aug. 21	Chicago, Ill.	Mediation and arbitration. Aug. 27
7	(1)	Employees.....		Engineers.....	48	B. L. E.	Sept. 24	Norfolk, Va.	(?).....
8	Sept. 22	Employees.....		Telegraphers..... Station agents..... Signalmen.....	205	O. R. T.	Nov. 3	Cleveland, Ohio.	Arbitration.....
9	Sept. 27	Employees.....		Telegraphers..... Station agents..... Towermen.....	1,675	O. R. T.	Oct. 13	Chicago, Ill.	Mediation..... Oct. 27

<sup>1</sup> The original application for mediation made Aug. 17, 1912, under the Erdman Act.

<sup>2</sup> Settled between the parties, Sept. 27, 1913.



TABLE I.—Cases of mediation and arbitration under the Newlands Act, July 15, 1913, to June 30, 1919—Continued.

Case No.	Application.		Railroads involved.	Approximate mileage operated.	Employees involved.		Mediation conferences.		Settled by—	Date mediation agreement reached.
	Date received.	Made by—			Class.	Approximate number.	Represented by—	Began.		
10	1913. Oct. 8	Services tendered.	New York, New Haven & Hartford.	2,112.55	Engineers.	2,664	B. L. E. & E.	Oct. 14	Mediation.	1913. Oct. 18
11	Oct. 25	Roads.	Cincinnati, New Orleans & Texas Pacific.	337.27	Engineers.	749	B. L. E. & E.	Nov. 10	Mediation.	Dec. 6
12	Oct. 30	Jointly.	Alabama Great Southern.	309.41	Hostlers.	2,784	Int. B. M. W. E.	Nov. 3	Arbitration.	
13	Nov. 13	Road.	Southern Pacific Co. (Sunset lines).	7,032.97	Maintenance of way employees.					
14	Nov. 13	( <sup>1</sup> ).	Bangor & Aroostook.	3,470.00	Engineers.	1,865	B. L. E. & E.	Nov. 13	Mediation.	Nov. 16
15	Nov. 26	Employees.	Seaboard Air Line.	630.00	Engineers.	152	B. L. E. & E.	( <sup>1</sup> )	( <sup>1</sup> ).	( <sup>1</sup> )
16	Nov. 26	Employees.	Chesapeake & Ohio of Indiana.	3,081.98	Conductors.	664	O. R. T.	Dec. 15	Mediation.	Dec. 16
17	Jan. 12, 1914.	Employees.	New York, Chicago & St. Louis.	284.59	Engineers.	82	B. L. E.	Dec. 8	Mediation.	Dec. 9
18	Jan. 18	Road.	Delaware & Hudson.	564.56	Telegraphers.	260	O. R. T.	Jan. 22	Arbitration.	
19	Jan. 24	Jointly.	Southern Pacific Co. (Sunset lines).	833.61	Engineers.	2,983	B. L. E. & E.	Jan. 19	Mediation.	1914. Jan. 19
20	Jan. 24	Jointly.	Baltimore & Ohio.	( <sup>2</sup> )	Engineers.	2,526	B. L. E. & E.	Feb. 2	Mediation.	Feb. 7
			Baltimore & Ohio Southwestern.	4,456.33	Telegraphers.	1,969	O. R. T.	Feb. 17	Mediation.	Apr. 2

21	Feb. 13	Employees.	Oregon-Washington R. R. & Navigation Co.	1,917.21	Telegraphers.	187	O. R. T.	Feb. 23	Portland, Oreg.	Mediation.	Mar. 6
22	Feb. 17	Jointly.	Charleston & Western Carolina.	340.64	Engineers.	104	B. L. E.	( <sup>3</sup> )	( <sup>3</sup> ).	( <sup>3</sup> ).	
23	Mar. 3	Jointly.	Georgia & Florida.	352.20	Engineers.	58	B. L. E. & E.	Mar. 19	Augusta, Ga.	Arbitration.	
24	Mar. 14	Road.	Southern.	7,032.97	Maintenance of way employees.	2,784	Int. B. M. W. E.	Mar. 16	Washington, D. C.	Mediation.	Apr. 6
25	Mar. 16	Jointly.	Illinois Southern.	136.22	Engineers.	112	B. L. E. & E.	Mar. 20	St. Louis, Mo.	Mediation.	Mar. 23
26	Mar. 16	Employees.	Cleveland, Cincinnati, Chicago & St. Louis.	2,013.78	Telegraphers.	1,163	O. R. T.	Mar. 26	Chicago, Ill.	Mediation.	Apr. 13
27	Mar. 16	Employees.	Lake Shore & Michigan Southern.	1,872.30	Telegraphers.	660	O. R. T.	Apr. 19	Chicago, Ill.	Mediation.	Apr. 25
28	Mar. 16	Employees.	Chicago, Indiana & Southern.	353.84	Telegraphers.	105	O. R. T.	Apr. 26	Chicago, Ill.	Mediation.	Apr. 29
29	Apr. 16	Services tendered.	Savannah & Northwestern.	109.00	Conductors.	9	O. R. C.	Apr. 21	Savannah, Ga.	Mediation.	May 15
30	Apr. 26	Jointly.	Missouri, Oklahoma & Gulf.	334.38	Conductors.	85	O. R. C.	May 13	Muskogee, Okla.	Mediation.	May 23
31	May 27	Employees.	Bush Terminal Co.	20.00	Tramwaymen.	61	B. R. T.	( <sup>4</sup> )	( <sup>4</sup> ).	( <sup>4</sup> ).	

<sup>1</sup> Strike occurred Jan. 12, 1913, before creation of board of mediation. Application from citizens received by reference from Interstate Commerce Commission Nov. 13, 1913. Investigation by board disclosed the fact that the road was in full operation, and that no controversy existed that interrupted or threatened to interrupt the business of the road, and no further action was taken by the board.

<sup>2</sup> See Case No. 13.

<sup>3</sup> Upset between parties, Feb. 17, 1914, before arrival of mediator.

<sup>4</sup> Upset investigation by Board it was found no controversy existed that interrupted or threatened to interrupt the business of the road, and no further action was taken by the Board.



TABLE I.—Cases of mediation and arbitration under the Newlands Act, July 15, 1913, to June 30, 1919—Continued.

Case No.	Application.		Railroads involved.	Approximate mileage operated.	Employees involved.		Mediation conferences.		Settled by—	Date mediation agreement reached.
	Date received.	Made by—			Class.	Approximate number.	Began.	Place.		
32	June 16 1914.	Employees...	Wabash...	2,514.60	Maintenance of way employees.	3,113	(1)	(1)	(1)	1914.
33	June 20 (2)	Employees...	Louisiana & Northwest.	121.00	Firemen...	9	(2)	(2)	(2)	1915.
34	July 2	Employees...	Baltimore & Ohio Southwestern.	4,473.22	Telegraphers..	975	Nov. 28	Washington, D. C.	Mediation.	Mar. 11
			Atchison, Topeka & Santa Fe (western lines).	8,339.72						
			Atchison, Topeka & Santa Fe (western lines).	176.16						
			Atchison, Topeka & Santa Fe (east lines).	596.79						
			Southern Kansas Ry. of Texas.	64.11						
			Pecos River.	(4)						
			Rio Grande & El Paso.	64.11						
			Grand Canyon.	(4)						
			Atchison, Topeka & Santa Fe (Santa Fe, Prescott and Phoenix lines).	1,595.89						
			Great Colorado & Santa Fe.	121.00						
			Texas & Gulf.	121.00						
			Gulf & Interstate Ry. of Texas.	61.29						
			Concho, San Saba & Llano Valley.	148.45						
			Baltimore & Ohio Chicago Terminal.	50.31						
			East Ry. of Chicago.	5,125.13						
			Canadian Pacific (lines west of Fort William).	8,729.90						
			Chicago & Alton.	1,033.48						
			Chicago & North Western.	8,094.94						
			Pierre, Rapid City & Northwest.	165.48						
			Wyoming & Northwestern.	147.89						
			Chicago & Western Indiana.	96.98						

35	July 17	Roads.	Chicago, Burlington & Quincy...	9,203.86	Engineers.	55,189	July 20	Chicago, Ill.	Arbitration.
			Chicago Great Western.	1,496.22	Firemen.	(B. L. F. & E.)			
			Chicago Junction.	152.53	Hostlers.	(B. L. F. & E.)			
			Chicago, Milwaukee & St. Paul (eastern lines).	9,987.30					
			Chicago, Milwaukee & St. Paul (Puget Sound lines).	63.42					
			Rock Island & Northern.	62.79					
			Tacoma Eastern.	7,892.45					
			Chicago, Rock Island & Pacific.	476.75					
			Chicago, Rock Island & Gulf.	1,156.00					
			Colorado & Southern.	1,762.81					
			Chicago, St. Paul, Minneapolis & Omaha.	50.06					
			Davenport, Rock Island & North Western.	2,683.25					
			Dubuque & Rio Grande.	127.28					
			Mineral Range.	1,028.75					
			El Paso & Southwestern.	454.14					
			Fort Worth Belt.	266.90					
			Fort Worth & Denver City.	7,862.69					
			Richfield Valley.	1,371.78					
			Chicago & North Western.	1,159.50					
			Yazoo & Mississippi Valley.	154.22					
			International & Great Northern.	827.17					
			Kansas City, Clinton & Springfield.	10.62					
			Kansas City Southern.	278.72					
			Kansas City & Fort Smith.	4,101.63					
			Louisiana & Arkansas.	365.24					
			Minneapolis, St. Paul & Sault Ste. Marie.	3,865.07					
			Missouri & North Arkansas.	48.30					
			Missouri, Kansas & Texas.	(6)					
			Missouri, Kansas & Texas Ry. of Texas.	(6)					
			Beaumont & Great Northern.	384.87					
			Texas Central.	3,919.58					
			Wichita Falls lines.	5,368.12					
			Missouri, Oklahoma & Gulf.						
			Missouri Pacific.						
			St. Louis, Iron Mountain & Southern.						

1 Efforts to secure increase of wages and contract with road were suspended by employees and no action was taken by the Board.  
 2 Application from chairman Arkansas Railroad Commission received by reference from Interstate Commerce Commission. Board notified June 23, 1914, that settlement had been reached between the parties.  
 3 Included in Southern Kansas Ry. of Texas.  
 4 Included in Atchison, Topeka & Santa Fe (eastern, western, and coast lines).  
 5 Included in Missouri, Kansas & Texas R. R.

TABLE I.—Cases of mediation and arbitration under the Newlands Act, July 15, 1913, to June 30, 1919.—Continued.

Case No.	Application.		Railroads involved.	Approximate mileage operated.	Employees involved.				Mediation conferences.		Settled by—	Date mediation agreement reached.
	Date received.	Made by—			Class.	Approximate number.	Represented by—	Began.	Place.			
	1914.		(N orthern Pacific. Oreg n-Washingt n R. R. & Northern Co. Oreg n Short Line. St. Louis & San Francisco. New Orleans, Texas & Mexico. Orange & N rthwestern. Teaumont, St ur Lake & Western. St. Louis, Brownsville & Mexico. St. Louis, Kansas City & Texas. Portland, Astoria & Clatskanie. Portland, Warrenton & Clatskanie. St. Louis Southwestern. St. Louis Southwestern Ry. of Texas. San Antonio & Aransas Pass. San Pedro, Los Angeles & Salt Lake. Southern Pacific Co. (Pacific Sys- tem), Sunset Central lines. Galveston, Harrisburg & San Ab- t n l. Houston & Texas Central. Houston, East & West Texas. Hunt, Fort Worth & Shiprock R. Texas & New Orleans. M rran's Louisiana & Texas R. R. & Steamship Co. Louisiana Western. Spokane, Port and & Seattle. Oreg n Trunk. Terminal R. Association of Et. C. L. St. Louis Merchants Bridge Ter- minal. Texas & Pacific. Teaumont & Pacific Suburban. Weatherford, Mineral Wells & Northwestern. Triumph & Arkansas Valley. Union Pacific. Union Ry. (Memphis).	6,665.46 1,915.28 2,119.85 4,746.97 5,285.87 61.55 118.75 517.74 243.99 942.73 942.73 810.50 728.56 1,131.86 6,491.62 1,338.41 879.66 100.94 38.78 4.83 404.53 207.74 557.10 154.91 50.83 17.17 1,884.65 7.63 41.20 492.68 3,615.76 3,20.74								
35	July 17	Roads .....			Engineers..... Firemen..... Hostlers.....	55,186 (B. L. E. ....) (B. F. & E. ....)	July 20	Chicago, Ill.....	Arbitration....			

36	July 20	Read.....	Coal & Coke.....	{ Conductors Trainmen..... }	121	{ O. R. C..... B. R. T..... }	Aug. 4	Washington, D. C.	Mediation.....	Aug. 6
37	Aug. 27	{ ..... (1)..... }	Joplin & Pittsburg.....	{ Motormen..... Conductors..... }	135	{ Amalgamated Association & Electric Ry. Employees..... }	(1)		(1)	
38	Sept. 15	Jointly.....	Nashville, Chattanooga & St. Louis.....	Conductors.....	203	O. R. C.....	Sept. 15		(1)	
39	Sept. 16	Read.....	St. Louis Southwestern.....	{ Conductors..... Trainmen..... }	744	{ O. R. C..... B. R. T..... }	Sept. 22	St. Louis, Mo.	Mediation.....	Dec. 19
40	Sept. 28	Employees.....	Northwestern Pacific.....	Telegraphers.....	156	O. R. T.....	Oct. 12	San Francisco, Calif.	Mediation.....	1915. Jan. 2
41	Oct. 3	Jointly.....	New Orleans & Northeastern.....	{ Conductors..... Trainmen..... }	385	{ O. R. C..... B. R. T..... }	Oct. 23	Washington, D. C.	Mediation.....	1914.
42	Oct. 3	Employees.....	Atlantic Coast Line.....	Trainmen.....	1,360	B. R. T.....	(1)		(1)	Nov. 7
43	Nov. 3	Jointly.....	Mobile & Ohio.....	{ Engineers..... Firemen..... }	520	{ B. L. E..... B. L. F. & E..... }	Nov. 6	Washington, D. C.	Mediation.....	Nov. 7
44	1915. Jan. 6	Employees.....	Chicago Great Western.....	{ Telegraphers..... Station agents Telephoners..... Signalmen..... }	340	O. R. T.....	1915. Feb. 15	Chicago, Ill.	Mediation.....	1915. Sept. 10
45	Feb. 22	Employees.....	New York Central (west).....	Switchmen.....	706	S. U. N. A.....	Mar. 10	New York, N. Y.	(1)	

Through correspondence the board arranged for further meetings between the parties which resulted in a settlement on Sept. 16, 1914. A conference, begun in Washington, Oct. 12, 1914, was adjourned without action because in the opinion of the board the question did not present a controversy for mediation but involved interpretation of a contract to which other roads were parties and which, in opinion of the board, it would have been improper to pass upon without request of all parties to the contract.

\* Road requested postponement of mediation of controversy involving existing contract, which employees claimed was being violated in some particulars; request was agreed to by employees in consideration of road's agreement to strictly apply that contract during period of postponement. Mediation was resumed Aug. 17 and mediation was completed Sept. 10, 1915.

TABLE I.—Cases of mediation and arbitration under the Newlands Act, July 15, 1913, to June 30, 1919—Continued.

Case No.	Application.		Railroads involved.	Employees involved.		Mediation conferences.		Settled by—	Date mediation agreement reached.
	Date received.	Made by—		Class.	Approximate mileage operated.	Represented by—	Place.		
46	1915. Apr. 6	Jointly.	Central of Georgia.	Trainmen.	1,924.09	B. R. T.	Washington, D. C.	Mediation.	1915. Apr. 17
47	Apr. 8	Jointly.	{ Cincinnati, New Orleans & Texas Pacific.	{ Engineers. { Firemen.	{ 337.27	{ B. L. F. & E. { B. L. F. & E.	Washington, D. C.	Mediation.	Apr. 19
48	Apr. 20	Road.	Kansas City Southern.	{ Engineers. { Firemen. { Conductors. { Trainmen.	827.17	{ B. L. F. & E. { B. L. F. & E. { O. R. C. { B. R. T.	Kansas City, Mo.	Mediation.	May 6
49	June 3	Jointly <sup>1</sup> .	{ New York, New Haven & Hartford. { Kansas City, Mexico & Orient.	Ry. clerks.	2,003.10	{ Brotherhood of Ry. clerks.	New Haven, Conn.	Mediation.	July 1
50	July 27	Employees.	Kansas City, Mexico & Orient.	Telegraphers.	239.59	O. R. T.	(?)	(?)	Sept. 29
51	Aug. 2	Jointly.	{ New Orleans & Northwestern. { Alabama & Vicksburg. { Vicksburg, Shreveport & Pacific.	{ Trainmen. { Engineers. { Firemen.	{ 227.14 { 152.89 { 183.31	{ B. L. F. & E. { B. L. F. & E. { B. R. T.	Washington, D. C.	Mediation.	Sept. 29
52	Aug. 4	Employees.	Jonesboro, Lake City & Eastern.	{ Engineers. { Firemen. { Trainmen.	96.00	{ B. L. F. & E. { B. L. F. & E. { B. R. T.	(?)	(?)	
53	Oct. 5	Employees.	Central Vermont.	{ Engineers. { Firemen.	411.20	{ B. L. F. & E. { B. L. F. & E.	Washington, D. C.	Mediation.	Oct. 19
54	Nov. 2	Jointly.	International & Great Northern.	Telegraphers.	1,199.50	O. R. T.	Houston, Tex.	Mediation.	Nov. 20
55	Dec. 13	Road.	Belt Ry. Co. of Chicago.	{ Engineers. { Firemen. { Trainmen.	349.96	{ B. L. F. & E. { B. L. F. & E. { B. R. T.	Chicago, Ill.	Mediation.	Dec. 16
56	1916. Feb. 11	Employees.	Toledo, St. Louis & Western.	Telegraphers.	450.58	O. R. T.	Toledo, Ohio.	Mediation.	1916. Feb. 21
57	Feb. 11	Road.	Atlantic Coast Line.	Conductors.	4,743.93	O. R. C.	Wilmington, N. C.	Mediation.	Feb. 24

58	Mar. 4	Road.	Kansas City Terminal.	{ Engineers. { Firemen.	154.81	{ B. L. F. & E. { B. L. F. & E.	(?)	(?)	
59	Mar. 6	Employees.	Gulf & Ship Island.	Trainmen.	308.00	B. R. T.	(?)	(?)	
60	Mar. 23	Employees.	Arkansas & Louisiana Midland.	{ Engineers. { Firemen.	102.20	{ B. L. F. & E. { B. L. F. & E.	Mar. 27	Mediation.	Mar. 28
61	Apr. 11	Employees.	Washington-Virginia Ry.	Trainmen.	48.51	A. A. S. & E. Ry. E. of A.	(?)	(?)	
62	May 4	Services rendered.	New York Central (lines east).	Telegraphers.	5,350.00	O. R. T.	May 5	Mediation and arbitration.	June 10
63	May 4	Services rendered.	New York Central (lines west).	Telegraphers.	9,500.00	O. R. T.	May 5	Mediation and arbitration.	June 10
64	May 4	Services rendered.	New York, Chicago & St. Louis.	Telegraphers.	568.57	O. R. T.	May 5	Mediation and arbitration.	June 10
65	May 4	Services rendered.	New York Central (lines west).	Signal maintainers.	9,500.00	B. R. S. of A.	May 5	Mediation.	June 10
66	May 5	Services rendered.	Grand Central Terminal (N. Y.).	Telegraphers.	8.00	O. R. T.	(?)	(?)	
67	May 18	Employees.	Mississippi Central.	Engineers.	164.00	B. L. F. & E.	(?)	(?)	
68	June 18	Services rendered.	Gulf & Ship Island.	{ Engineers. { Conductors. { Trainmen.	307.56	{ B. L. F. & E. { O. R. C. { B. R. T.	June 2	(?)	
69	Aug. 2	Jointly.	{ Baltimore & Ohio. { Baltimore & Ohio Southwestern.	{ Telegraphers. { Station agents. { Levermen.	{ 4,539.38 { 919.80	{ O. R. T. { O. R. T.	Aug. 21	Mediation.	Sept. 11

<sup>1</sup> Case was before Department of Labor, and participation of Board of Mediation was at the joint request of parties to controversy and the department.

<sup>2</sup> Mediation by correspondence begun on July 29, 1915, resulting in settlement between parties on Aug. 6, 1915.

<sup>3</sup> Investigation by mediator disclosed no interruption to business of road, and no further action was taken by board.

<sup>4</sup> Mediation between the parties before arrival of mediator, Mar. 7, 1916.

<sup>5</sup> Mediation between the parties before arrival of mediator, Mar. 7, 1916.

<sup>6</sup> Mediation between the parties before arrival of mediator, Mar. 7, 1916.

<sup>7</sup> Not reported.

<sup>8</sup> Settled between the parties June 9, 1916.

<sup>9</sup> Strike had been called on this road in 1912 before creation of Board of Mediation, and as strike status still existed mediation was proffered, May 22, 1916, and was declined by road.

<sup>10</sup> Mediation between the parties before arrival of mediator, Mar. 7, 1916.

<sup>11</sup> Mediation between the parties before arrival of mediator, Mar. 7, 1916.

<sup>12</sup> Mediation between the parties before arrival of mediator, Mar. 7, 1916.

<sup>13</sup> Mediation between the parties before arrival of mediator, Mar. 7, 1916.

<sup>14</sup> Mediation between the parties before arrival of mediator, Mar. 7, 1916.

<sup>15</sup> Mediation between the parties before arrival of mediator, Mar. 7, 1916.

<sup>16</sup> Mediation between the parties before arrival of mediator, Mar. 7, 1916.

<sup>17</sup> Mediation between the parties before arrival of mediator, Mar. 7, 1916.

<sup>18</sup> Mediation between the parties before arrival of mediator, Mar. 7, 1916.

<sup>19</sup> Mediation between the parties before arrival of mediator, Mar. 7, 1916.

<sup>20</sup> Mediation between the parties before arrival of mediator, Mar. 7, 1916.

<sup>21</sup> Mediation between the parties before arrival of mediator, Mar. 7, 1916.

<sup>22</sup> Mediation between the parties before arrival of mediator, Mar. 7, 1916.

<sup>23</sup> Mediation between the parties before arrival of mediator, Mar. 7, 1916.

TABLE I.—Cases of mediation and arbitration under the Newlands Act, July 15, 1913, to June 30, 1919—Continued.

Case No.	Application.		Railroads involved.	Approximate mileage operated.	Employees involved.			Mediation conferences.		Settled by—	Date mediation agreement reached.
	Date received.	Made by—			Class.	Approximate number.	Represented by—	Began.	Place.		
70	1913. Aug. 3	Jointly.	Michigan Central..... New York Central..... Lehigh Valley..... Bessemer & Lake Erie..... New York, Chicago & St. Louis..... Delaware, Lackawanna & West- ern..... Cincinnati, New Orleans & Texas Pacific..... Chicago, Rock Island & Pacific..... Chicago & Eastern Illinois..... Baltimore & Ohio Chicago Ter- minal..... Minneapolis, St. Paul & Sault Ste. Marie..... Chicago Great Western..... Peoria Railway Terminal..... Alabama Great Southern..... Alabama & Vicksburg..... Arkansas Western..... Atchafalaya, Topeka & Santa Fe (eastern lines)..... Atchafalaya, Topeka & Santa Fe (western lines)..... Atchafalaya, Topeka & Santa Fe (coast lines)..... Atlanta, Birmingham & Atlantic..... Atlanta & West Point..... Atlanta Joint Terminal..... Atlantic City..... Atlantic Coast Line..... Baltimore & Ohio..... Baltimore & Ohio Chicago Ter- minal..... Baltimore & Annapolis..... Baltimore, Four Lakes & Western..... Bellingham & Northern..... Belt Railway of Chicago..... Bessemer & Lake Erie.....	1,803.26 6,093.01 1,413.81 581.12 570.10 833.06 378.19 7,548.44 1,183.46 148.29 4,223.37 1,494.06 13.46 312.41 154.90 32.33 8,617.87 60.42 83.19 170.18 4,713.64 4,539.38 289.49 631.79 118.78 68.51 355.39 201.82	Switchmen....	5,637	S. U. N. A....	Aug. 5	New York, N. Y....	Arbitration....	1918.

Boston & Albany. Brownwood North & South. Buffalo Creek. Buffalo, Rochester & Pittsburgh. Cape Fear. Carolina Atlantic & Western. Carolina, Clinchfield & Ohio Ry. of South Carolina. Catawba & Fowlesville. Central New Jersey. Central R. R. of New Jersey. Charleston & Western Carolina. Chesapeake & Ohio (proper). Chester & Delaware River. Chicago & Alton. Chicago & Eastern Illinois. Chicago & North Western. Chicago & Western Indiana. Chicago Burlington & Quincy. Chicago Great Western. Chicago, Indianapolis & Louisville. Chicago, Memphis & Gulf. Chicago, Milwaukee & St. Paul (eastern lines). Chicago, Milwaukee & St. Paul (Lake & Pacific). Chicago, Rock Island & Gulf. Chicago, St. Paul, Minneapolis & Omaha. Chicago, Terre Haute & Southwestern. Cincinnati, Hamilton & Dayton. Cincinnati, New Orleans & Texas Pacific. Cincinnati Northern. Cleveland, Cincinnati, Chicago & St. Louis. Cleveland & Southern. Cleveland & Charlotte Valley. Delaware, Lackawanna & Western. Denver & Rio Grande.	(1) 2,288.49 17.65 252.56 33.61 594.48 12.22 283.04 17.95 31.72 1,022.39 683.68 372.60 2,385.55 1,032.46 1,131.60 299.56 8,107.82 151.45 9,398.04 1,494.06 1,022.11 322.53 51.60 10,207.94 7,548.44 478.85 1,732.81 372.85 691.53 378.19 2,383.73 2,383.73 1,102.14 885.63 855.06 2,578.75
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<sup>1</sup> Not reported.<sup>2</sup> Consolidated into Seaboard Air Line Ry. Co. Dec. 1, 1913.<sup>3</sup> Leased to New York Central, E. R.



TABLE I.—Cases of mediation and arbitration under the Newlands Act, July 15, 1913, to June 30, 1919—Continued.

Case No.	Application.		Railroads involved.	Approximate mileage operated.	Employees involved.		Mediation conferences.		Settled by—	Date mediation agreement reached.
	Date received.	Made by—			Class.	Approximate number.	Represented by—	Began.	Place.	
			Duluth & Iron Range.....	278.96						
			Duluth, Missabe & Northern.....	410.65						
			Duluth, South Shore & Atlantic.....	601.18						
			Erie Railroad.....	1,987.84						
			East St. Louis Connecting.....	30.22						
			El Paso & Eastern.....	1,029.76						
			El Paso & Southern.....	744.89						
			Florida East Coast.....	454.14						
			Fort Worth & Denver City.....	235.32						
			Fort Worth & Rio Grande.....	18.08						
			Fort Worth Belt.....	75.48						
			Galveston Valley.....	1,360.95						
			Galveston, Harrisburg & San Antonio.....	309.28						
			Georgia Southern & Fly.....	402.47						
			Gettysburg & Harrisburg.....	41.66						
			Grand Canyon.....	64.11						
			Great Northern.....	8,975.12						
			Gulf, Colorado & Santa Fe.....	8,937.69						
			Hocking Valley.....	1,350.20						
			Houston & Shreveport.....	40.72						
			Houston & Texas Central.....	894.63						
			Houston & West Texas.....	180.94						
			Iberia & Vermilion.....	21.44						
			Idaho & Washington Northern.....	(1)						
			Illinois Central.....	4,766.93						
			Indiana Harbor Belt.....	412.44						
			Indianapolis Union.....	68.69						
			Interurban & Great Northern.....	1,193.50						
			Kankakee & Joliet.....	176.18						
			Kankakee & Seneca.....	42.19						
			Kansas City, Mexico & Orient.....	272.16						
			Kansas City, Mexico & Orient of Texas.....	465.71						
			Kansas City Southern.....	839.51						
			Kansas City Terminal.....	167.87						
			Kentucky & Indiana Terminal.....	176.18						
			Keokuk & Des Moines.....	169.18						

71	1916. Aug. 9	Roads.....	Lake Erie & Western.....	14.00							
			Lake Erie & Western.....	980.01							
			Lehigh & New England.....	248.83							
			Lehigh Valley.....	1,443.81							
			Long Island.....	5,071.29							
			Louisville & Nashville.....	278.72							
			Louisiana Western.....	237.74							
			Louisiana & Mississippi Lake.....	1,181.18							
			Macomb, Duluth & Savannah.....	32.28							
			Maine Central.....	1,231.15							
			Middleton & Hummelstown.....	1,803.26							
			Minneapolis & St. Louis.....	1,646.47							
			Minneapolis & Western.....	191.33							
			Minneapolis & International.....	120.06							
			Mineral Range.....	4,228.37							
			Minneapolis, St. Paul & Smith St. Marie.....	3,865.04							
			Missouri, Kansas & Texas.....	3,865.04							
			Missouri, Kansas & Texas of Missouri.....	3,865.04							
			Missouri Pacific.....	3,865.04							
			Mobile & Ohio.....	3,865.04							
			Monongahela.....	1,122.48							
			Montpelier & Wells River.....	1,108.20							
			Montpelier & Wells River.....	45.21							
			Montpelier, Louisiana & Texas.....	401.67							
			Montpelier, Louisiana & Texas.....	1,108.20							
			Nashville, Chattanooga & St. Louis.....	1,230.76							
			New Jersey & New York.....	47.76							
			New Orleans & Northeastern.....	227.20							
			New Orleans Terminal.....	74.34							
			New Orleans Terminal & Texas.....	6,082.64							
			New York Central.....	6,082.64							
			New York, Chicago & St. Louis.....	6,082.64							
			New York, New Haven & Hartford.....	2,004.84							
			New York, Ontario & Western.....	568.46							
			New York, Philadelphia & Norfolk.....	112.00							
			New York, Susquehanna & Western.....	140.14							
			Northeast Pennsylvania.....	25.64							
			Norfolk & Western.....	2,085.99							
			Northern Pacific.....	6,082.40							
			Northern Pacific.....	6,082.40							
			Northern Pacific Terminal.....	28.80							

<sup>1</sup> Purchased by Chicago, Milwaukee & St. Paul Ry. Co. June 24, 1916.  
<sup>2</sup> Following mediation efforts by Board of Mediation, this case was referred to the President of the United States and resulted in the passage of the so-called Adamson law, approved Sept. 3-5, 1916, under the terms of which a settlement was reached between the parties.

TABLE I.—Cases of mediation and arbitration under the Newlands Act, July 15, 1913, to June 30, 1919—Continued.

Case No.	Application.		Railroads involved.	Approximate mileage operated.	Employees involved.		Mediation conferences.		Settled by—	Date mediation agreement reached.
	Date received.	Made by—			Class.	Approximate number.	Represented by—	Began.	Place.	
			Ogden Union Ry. & Depot Co.	53.85						
			Oregon Short Line	61.55						
			Oregon Short Line	2,238.64						
			Oregon Short Line	158.91						
			Oregon Short Line	2,053.37						
			Oregon Short Line	670.33						
			Oregon Short Line	15.64						
			Oregon Short Line	1,754.64						
			Oregon Short Line	4,534.29						
			Oregon Short Line	15.89						
			Oregon Short Line	31.89						
			Oregon Short Line	11.59						
			Oregon Short Line	27.27						
			Oregon Short Line	1,717.14						
			Oregon Short Line	22.22						
			Oregon Short Line	11.15						
			Oregon Short Line	165.48						
			Oregon Short Line	224.56						
			Oregon Short Line	21.96						
			Oregon Short Line	1,488.98						
			Oregon Short Line	298.71						
			Oregon Short Line	116.89						
			Oregon Short Line	21.16						
			Oregon Short Line	6.59						
			Oregon Short Line	11.96						
			Oregon Short Line	87.68						
			Oregon Short Line	20.22						
			Oregon Short Line	60.19						
			Oregon Short Line	1.65						
			Oregon Short Line	488.11						
			Oregon Short Line	98.45						
			Oregon Short Line	257.93						
			Oregon Short Line	14.91						

St. Louis & San Francisco	4,752.30
St. Louis, Iron Mountain & Southern	3,538.26
St. Louis, Frowville & Mexico	548.18
St. Louis Merchants Bridge & Terminal	100.66
St. Louis Southwestern	843.33
St. Louis Southwestern of Texas	82.40
St. Louis Transfer	25.41
St. Louis, San Francisco & Texas	234.61
St. Antonio & Aransas Pass	724.40
Santa Fe, Prescott & Phoenix	(1)
Santa Fe, Prescott & Phoenix	2,448.29
Santa Fe, Prescott & Phoenix	7,288.61
Santa Fe, Prescott & Phoenix	6,997.06
Santa Fe, Prescott & Phoenix	554.73
Santa Fe, Prescott & Phoenix	10.22
Santa Fe, Prescott & Phoenix	26.00
Santa Fe, Prescott & Phoenix	52.93
Santa Fe, Prescott & Phoenix	10.40
Santa Fe, Prescott & Phoenix	284.63
Santa Fe, Prescott & Phoenix	141.31
Santa Fe, Prescott & Phoenix	468.14
Santa Fe, Prescott & Phoenix	1,544.07
Santa Fe, Prescott & Phoenix	168.09
Santa Fe, Prescott & Phoenix	435.69
Santa Fe, Prescott & Phoenix	337.21
Santa Fe, Prescott & Phoenix	3,622.07
Santa Fe, Prescott & Phoenix	54.74
Santa Fe, Prescott & Phoenix	37.85
Santa Fe, Prescott & Phoenix	937.23
Santa Fe, Prescott & Phoenix	24.72
Santa Fe, Prescott & Phoenix	183.17
Santa Fe, Prescott & Phoenix	505.25
Santa Fe, Prescott & Phoenix	(3)
Santa Fe, Prescott & Phoenix	2,519.06
Santa Fe, Prescott & Phoenix	147.07
Santa Fe, Prescott & Phoenix	52.59
Santa Fe, Prescott & Phoenix	(4)
Santa Fe, Prescott & Phoenix	688.39
Santa Fe, Prescott & Phoenix	131.42
Santa Fe, Prescott & Phoenix	339.40
Santa Fe, Prescott & Phoenix	51.21

<sup>1</sup> Conso' dated into California, Arizona & Santa Fe Ry. Dec. 29, 1911, which is operated by Atchison, Topeka & Santa Fe Ry. Co. <sup>2</sup> Operations abandoned Nov. 30, 1918.

<sup>3</sup> Leased to Southern Ry. Co.

TABLE I.—Cases of mediation and arbitration under the Newlands Act, July 15, 1913, to June 30, 1919—Continued.

Case No.	Application.		Railroads involved.	Approximate mileage operated.	Employees involved.		Mediation conferences.		Settled by—	Date mediation agreement reached.
	Date received.	Made by—			Class.	Approximate number.	Represented by—	Began.	Place.	
72	1918 Sept. 25	Employees	Wheeling & Lake Erie..... Wichita Valley..... Wichita Falls & Northwestern of Oklahoma..... Williams Valley..... Wyoming & Northwestern..... Yazoo & Mississippi Valley..... Zanesville & Western.....	512.13 255.90 1,370.42 11.04 32.42 147.49 1,381.87 80.75	Firemen.....	30	B. L. F. & E.	Sept. 25	Louisville, Ky.	Arbitration.....
73	Oct. 6	Employees	Hudson & Manhattan.....		Trainmen.....	275	B. R. T.	Oct. 9	New York, N. Y.	Mediation.....
74	Oct. 21	Employees	(St. Louis Southwestern..... (St. Louis Southwestern of Texas.....	944.33 910.50	Telegraphers..... Telephoners..... Station agents.....	500	O. R. T.	Nov. 10	Tyler, Tex.	(Mediation and arbitration.....
75	Nov. 7	Employees	Piedmont & Northern.....	201.53	Firemen.....	(*)	B. L. F. & E.	(*)	(*)	(*)
76	Nov. 8	Employees	Missouri, Oklahoma & Gulf.....	332.30	Telegraphers..... Telephoners..... Station agents.....	120	O. R. T.	Nov. 15	Muskogee, Okla.	Mediation.....
77	Nov. 20	Employees	Midland Valley.....	384.97	Telegraphers..... Telephoners..... Station agents..... Leavenworth.....	50	R. T.	Nov. 21	Muskogee, Okla.	Mediation.....
78	Nov. 30	Road	Nashville, Chattanooga & St. Louis.....	1,236.53	Engineers..... Conductors..... Trainmen.....	1,412	(B. L. F. & E.) (O. R. C.) (B. R. T.)	Dec. 3	Nashville, Tenn.	Mediat ion.....
79	1917 Jan. 5	Road	New York, New Haven & Hartford.....	1,995.01	Telegraphers..... Telephoners..... Station agents..... Leavenworth..... Signalmen.....	1,342	O. R. T.	1917 Jan. 9	New York, N. Y.	Mediation.....

1	Feb. 2	Road.....	Atchafalaya, Topeka & Santa Fe..... Baltimore & Ohio..... Chicago & Western Indiana..... Chicago & North Western..... Chicago, Burlington & Quincy..... Chicago Junction Railway..... Chicago, Milwaukee & St. Paul..... Chicago, Indianapolis & Louisville..... Chicago & Erie..... Indiana Harbor Belt..... Illinois Central..... New York Central..... New York, Chicago & St. Louis..... Pittsburgh, Cincinnati, Chicago & St. Louis..... Pittsburgh, Fort Wayne & Chicago..... Belt Ry. Co. of Chicago..... Wabash.....	8,442.32 1,452.87 1,151.45 8,108.07 9,373.00 236.00 10,254.53 654.00 293.56 412.44 4,765.00 6,079.40 2,811.60 2,363.98 (*) 355.39 2,519.00	Trainmen..... Switchmen.....	35,759	{B. R. T.....} {S. U. N. A.....}	(*)	(*)	Kansas City, Mo.....	Mediation.....	Feb. 6
2	Feb. 2	Employees.....	Kansas City Southern..... Texas and Fort Smith.....	774.43 87.30	Engineers..... Firemen..... Conductors..... Trainmen.....	210	{B. L. F. & E.....} {O. R. C.....} {B. R. T.....}	Feb. 3				
3	Mar. 14	Employees.....	Georgia, Florida & Alabama.....	194.00	Engineers..... Firemen..... Conductors..... Trainmen.....	37	{B. L. F. & E.....} {O. R. C.....} {B. R. T.....}	Sept. 17	Bainbridge, Ga.....	Arbitration.....		
4	Apr. 9	Employees.....	Chicago Great Western.....	1,496.06	Telephoners..... Telegraphers..... Leavenworth..... Station agents.....	371	O. R. T.....	Mar. 30	Chicago, Ill.....	Mediation.....	June 28	
5	Apr. 9	Employees.....	Missouri, Kansas & Texas.....	3,537.63	Telegraphers.....	616	O. R. T.....	(*)	(*)	(*)		
6	Apr. 9	Employees.....	Union Traction Co. of Indiana.....	403.22	Motor men..... Conductors.....	26	{B. L. F. & E.....} {O. R. C.....}	Apr. 11	Indianapolis, Ind.....	(*)		

1 Included in Missouri, Kansas & Texas.

2 Not reported.

3 Investigation by mediator disclosed no interruption to business of road, and no further action was taken by the board.

4 Services of board tendered employees' committee who requested further conference of road, which resulted in settlement between parties Jan. 8, 1917. Controversy involved Chicago switching district. Approximate mileage operated in this district not reported; figures show approximate system mileage operated which would have been affected had settlement not been reached.

5 Declined on account of services of Board of Mediation telegraphed to railroad and declined by wire Apr. 9, 1917; services again tendered to railroad by mediator personally on Apr. 19, and declined on account of services of Board of Mediation telegraphed to railroad and declined by wire Apr. 19, 1917. Mediation services of board again tendered to railroad and again declined on same ground on June 22, 1917. The railroad being found to be in operation, with strike still in effect, matter was dropped by the board. This was a case of lookout of employees on account of their membership in the Order of Railroad Telegraphers.

6 After refusal by railroad either to reach settlement through mediation or to refer the controversy to arbitration, strike was called by employees' representatives; road continued in operation, however, and board therefore suspended further efforts.



TABLE I.—Cases of mediation and arbitration under the Newlands Act, July 15, 1913, to June 30, 1919—Continued.

Case No.	Application.		Railroads involved.	Approximate mileage operated.	Employees involved.		Mediation conferences.		Settled by—	Date mediation agreement reached.
	Date received.	Made by—			Class.	Approximate number.	Represented by—	Began.	Place.	
86	1917. Apr. 14	Road.....	Denver & Rio Grande.....	2,580.23	Engineers..... Firemen..... Conductors..... Trainmen.....	2,375	(B. L. E. & E. O. R. C. B. E. T.)	Apr. 20	Denver, Colo.....	1917. June 20
87	Apr. 28	Employees.....	Chicago & Eastern Illinois.....	1,131.39	Telegraphers.....	447	O. R. T.....	June 29	Chicago, Ill.....	July 2
88	Apr. 28	Employees.....	Chicago, Rock Island & Pacific. Chicago, Rock Island & Gulf.....	8,219.36	Telegraphers.....	1,704	O. R. T.....	July 25	Chicago, Ill.....	Aug. 7
89	May 5	Road.....	Donner Steel Co.....	(1)	Engineers..... Firemen..... Switchmen.....	26	(B. L. E. & E. S. U. N. A.)	May 10	Buffalo, N. Y.....	May 12
90	June 20	Road.....	Steubenville, Wellsburg & Warrenton.....	13.19	McIntosh..... Conductors.....	37	(A. A. S. & E. R. E. of A.)	June 23	Steubenville, Ohio.....	(?)
91	July 11	Employees.....	Kansas City, Mexico & Orient..... Kansas City, Mexico & Orient of Texas.....	272.16	Telegraphers.....	93	O. R. T.....	Sept. 10	Kansas City, Mo.....	Sept. 12
92	July 20	Jointly.....	New York, New Haven & Hartford.....	1,995.01	Engineers.....	4,107	(B. L. E. & E. B. E. T.)	July 23	New York N. Y.....	Oct. 3
93	July 21	Employees.....	Central New England Ry. Co..... New York Central (Buffalo).....	301.30 6,079.40	Firemen..... Switchmen.....	700	S. U. N. A.....	Aug. 3	New York, N. Y.....	(?)
94	July 21	Roads.....	Atchison, Topeka & Santa Fe..... Baltimore & Ohio..... Chicago & Alton..... Chicago & Western Indiana..... Chicago & North Western..... Chicago, Burlington & Quincy..... Chicago Junction..... Chicago, Milwaukee & St. Paul..... Chicago, Indianapolis & Louisville..... Chicago & Erie..... Chicago, St. Louis & Quincy..... Indiana Harbor Belt.....	8,642.32 4,721.87 1,052.65 131.45 8,018.97 9,122.83 132.53 10,256.53 654.36 299.56 281.00 412.44	Trainmen.....	21,869	B. E. T.....	(?)	(?)	

95	Aug. 2	Road.....	Illinois Central..... New York Central..... New York, Chicago & St. Louis..... Pittsburgh, Cincinnati, Chicago & St. Louis..... Pittsburgh, Fort Wayne & Chicago..... Belt Ry. Co. of Chicago..... Wabash.....	4,765.04 6,079.40 6,571.60 2,398.98 469.30 355.39 2,519.06	Engineers..... Firemen..... Conductors..... Trainmen.....	9,919	(B. L. E. & E. O. R. C. B. E. T.)	Aug. 13	San Francisco, Calif.....	Sept. 1
96	Aug. 22	Employees.....	(Erie)..... New Jersey & New York.....	1,990.12 47.76	Telegraphers..... Station agents.....	1,357	O. R. T.....	Sept. 20	New York, N. Y.....	Sept. 29
97	Aug. 22	Employees.....	New York, Susquehanna & Western..... Wilkes-Barre & Eastern.....	135.97 92.39	Telegraphers..... Station agents.....	114	O. R. T.....	Sept. 20	New York, N. Y.....	Sept. 29
98	Sept. 13	Road.....	Pittsburgh, Lisbon & Western.....	27.35	Engineers..... Firemen.....	4	(B. L. E. & E. B. E. T.)	(?)	(?)	Sept. 29
99	Sept. 17	Jointly.....	Illinois Central..... Yazoo & Mississippi Valley.....	4,765.04 1,382.03	Telegraphers..... Engineers.....	249	O. R. T.....	Nov. 5	Chicago, Ill.....	Nov. 15
100	Sept. 28	Road.....	St. Louis Southwestern.....	943.00	Engineers..... Firemen.....	222	(B. L. E. & E. B. E. T.)	(?)	(?)	Nov. 15
101	Oct. 1	Jointly.....	Baltimore & Ohio.....	4,721.87	Telegraphers.....	1,629	O. R. T.....	Oct. 27	Washington, D. C.....	Dec. 11
102	Oct. 2	Jointly.....	Atlantic Coast Line.....	4,780.64	Agent telegraphers..... Telegraphers..... Telephoners.....	1,002	O. R. T.....	Oct. 9	Washington, D. C.....	Oct. 26
103	Oct. 4	Jointly.....	Chicago, Burlington & Quincy.....	9,373.38	Telegraphers.....	2,233	O. R. T.....	Nov. 16	Chicago, Ill.....	Nov. 22

Not reported.  
Settlement reached on this road before application for services of Board of Mediation. Mediator proposed three plans of settlement, any of which was acceptable to the road, but all were rejected by employees. The controversy was terminated. Springfield's Union of North America and the Brotherhood of Railroad Trainmen, was, upon the taking under Federal control of the road, transferred to the United States Railroad Administration.  
Mediation services tendered employees' representatives, and declined, July 21, 1917. Controversy involved Chicago switching district. Approximate mileage operated in the district not reported; figures show approximate system mileage operated which would have been affected had settlement not been reached between parties on Oct. 1, 1917.  
Strike was threatened, but by telegraphic correspondence agreement was reached by Board of Mediation with employees' representatives that operation would continue until mediation could begin, which, on account of other cases then in process of mediation, could not begin for several weeks. In the meantime, settlement was reached between the parties from Department of Labor.  
Upon receipt of information regarding situation, board immediately wired request for revocation of order calling strike for 6 o'clock a. m., Sept. 30, and on Sept. 29, 1917, board was notified by telegraph that settlement had been reached between the parties.

TABLE I.—Cases of mediation and arbitration under the Newlands Act, July 15, 1913, to June 30, 1919—Continued.

Case No.	Application.		Railroads involved.	Approximate number of employees involved.	Employees involved.		Mediation conferences.		Settled by—	Date individual agreement reached.
	Date received.	Made by—			Class.	Approximate number.	Represented by—	Began.	Place.	
104	Nov. 3, 1917.	Road.	St. Louis Southwestern.	943.00	Trainmen.	196	B. R. T.	Nov. 28, 1917.	St. Louis, Mo.	Arbitration.
105	Nov. 22	Employees.	St. Louis & San Francisco.	4,769.00	Telegraphers.	812	O. R. T.	Dec. 18	St. Louis, Mo.	Mediation and arbitration.
106	Dec. 14	Employees.	Michigan Central.	1,862.00	Telegraphers.	491	O. R. T.	Feb. 18	Detroit, Mich.	(1).
107	Dec. 15	Jointly.	(Southern Pacific (lines in Texas and Louisiana), Galveston, Harrisburg & San Antonio, Texas & New Orleans, Missouri, Kansas & Texas R. Co., and Steamship Co., Louisiana & Western, Iberia & Vermillion.)	3,673.39	Engineers. Firemen. Hostlers.	1,200	(B. L. E. (B. L. F. & E.))	Jan. 17, 1918.	Houston, Tex.	Arbitration.
108	Jan. 1, 1918.	Employees.	Chicago & Alton.	1,052.65	Telegraphers.	386	O. R. T.	Jan. 7	Chicago, Ill.	Mediation.
109	Jan. 7	Employees.	Elgin, Joliet & Eastern.	802.90	Switchmen.	446	(1)	(1)	(1)	(1)
110	Jan. 15	Jointly.	New York Central (lines east and west).	15,173.00	Telegraphers.	(1)	O. R. T.	(1)	(1)	(1)
111	Jan. 15	Employees.	Denver & Rio Grande.	2,580.23	Telegraphers.	393	O. R. T.	Feb. 28	Denver, Colo.	Mediation.
112	Jan. 15	Employees.	Florida East Coast.	764.75	Conductors.	266	(O. R. C. (B. R. T.))	Jan. 28	Jacksonville, Fla.	Mediation.
113	Jan. 16	Employees.	New York, Chicago & St. Louis.	571.60	Telegraphers.	252	O. R. T.	(1)	(1)	(1)
114	Jan. 16	Employees.	International & Great Northern.	1,160.00	Engineers. Firemen.	268	(B. L. E. (B. L. F. & E.))	Jan. 28	Houston, Tex.	Mediation.
115	Feb. 6	Employees.	Detroit, Toledo & Ironton.	502.29	Telegraphers.	69	O. R. T.	(1)	(1)	(1)
116	Feb. 7	Jointly.	Cleveland, Cincinnati, Chicago & St. Louis.	2,387.00	Telegraphers.	2,539	O. R. T.	Feb. 21	Indianapolis, Ind.	(1)
117	Feb. 7	Employees.	New York, New Haven & Hartford.	1,992.00	Telegraphers.	1,240	O. R. T.	(1)	(1)	(1)

118	Feb. 9	Employees.	Pittsburgh & Lake Erie.	224.00	Telegraphers.	100	O. R. T.	(1)	(1)	(1)
119	Feb. 10	Employees.	Long Island Railroad.	398.36	Telegraphers.	417	O. R. T.	(1)	(1)	(1)
120	Feb. 11	Employees.	Florida & East Coast.	761.00	Telegraphers.	113	O. R. T.	(1)	(1)	(1)
121	Feb. 12	Employees.	Texas & Pacific.	1,947.00	Telegraphers.	447	O. R. T.	(1)	(1)	(1)
122	Feb. 18	Employees.	Quincy, Omaha & Kansas City.	265.71	Telegraphers.	40	O. R. T.	(1)	(1)	(1)
123	Feb. 18	Employees.	Southern Pacific (lines in Texas and Louisiana).	3,575.36	Telegraphers.	430	O. R. T.	(1)	(1)	(1)
124	Feb. 21	Employees.	International & Great Northern.	1,160.00	Telegraphers.	(1)	O. R. T.	(1)	(1)	(1)
125	June 10	Employees.	Syracuse & Northern (electric).	(1)	Motormen. Conductors.	10	(B. L. E. (O. R. C.))	June 19	Rochester, N. Y.	(1)
126	June 10	Employees.	Rochester & Syracuse (electric).	80.00	Motormen. Conductors.	(1)	(B. L. E. (O. R. C.))	June 19	Syracuse, N. Y.	Mediation.
127	June 10	Employees.	New York State Rys. Co. (electric).	(1)	Motormen. Conductors.	(1)	(B. L. E. (O. R. C.))	June 18	Rochester, N. Y.	Mediation.
128	June 10	Employees.	(Buffalo, Lockport & Rochester) (electric).	73.45	Motormen. Conductors.	21	(B. L. E. (O. R. C.))	June 18	Rochester, N. Y.	(1)
129	June 29	Employees.	Gainesville & Northwestern.	37.00	Engineers. Firemen. Conductors.	6	O. R. C.	July 4	Gainesville, Ga.	Mediation.
130	July 18	Road.	Wabash, Chester & Western.	64.80	Firemen. Switchmen. Conductors.	15	(B. L. E. (B. R. T.))	(1)	(1)	(1)
131	July 22	Employees.	Galveston Wharf Co.	49.30	Switchmen.	15	S. U. N. A.	Aug. 12	Galveston, Tex.	Mediation.

This road having been taken under Federal control subsequent to the application for services of Board of Mediation, the case was withdrawn by the Order of Railroad Telegraphers. The question of wages and hours are passed upon by the Board of Railroad Wages and Hours, and the case is returned to the Board of Mediation for further consideration. United States Railroad Administration.

Request for mediation received from Department of Labor, but as no response was received from employees to suggestion of Board of Mediation that application be made in conformity with provisions of the Newlands Act, no further action was taken by the Board.

Not reported.

Mediation agreement covered all points in controversy except wages and hours, on which points mediation was suspended pending outcome of negotiations for Federal control. On July 20, 1918, the road having been taken under Federal control, the Board of Mediation suspended its proceedings.

On July 20, 1918, the road having been taken under Federal control, the Board of Mediation suspended its proceedings.

Mediation suspended, July 20, 1918.

Settled between parties before arrival of mediator.

TABLE I.—Cases of mediation and arbitration under the Newlands Act, July 15, 1913, to June 30, 1919—Continued.

Case No.	Application.		Railroads involved.	Approximate mileage operated.	Employees involved.		Mediation conferences.		Settled by—	Date mediation after agreement reached.
	Date received.	Made by—			Class.	Approximate number.	Represented by—	Began.	Place.	
132	1918. Aug. 8	Employees....	Missouri, Oklahoma & Gulf....	332.00	Telegraphers....	52	O. R. T....	(1)	(1)	1918. Aug. 24
133	Aug. 17	Employees....	Denver & Salt Lake....	255.00	Engineers.... Firemen.... Conductors.... Trainmen....	246	{ B. L. E. & E. O. R. C. B. R. T....	Aug. 24	Denver, Colo....	Mediation <sup>2</sup> ....
134	Oct. 2	Road....	Texas, Oklahoma & Eastern.... { De Queen & Eastern....	24.00 27.00	Engineers.... Firemen.... Conductors.... Trainmen....	53	{ B. L. E. & E. O. R. C. B. R. T....	Oct. 10	De Queen, Ark....	Mediation....
135	Oct. 2	{ Services ten- dered.	Gulf, Florida & Alabama....	156.00	Engineers.... Firemen.... Conductors.... Trainmen....	69	{ B. L. E. & E. O. R. C. B. R. T....	(2)	(2)	(2)
136	Oct. 4	{ Representa- tive of pub- lic.	Sumpter Valley....	80.00	Engineers.... Firemen.... Conductors.... Trainmen....	26	{ B. L. E. & E. O. R. C. B. R. T....	Oct. 22	Baker, Ore....	Mediation....
137	Oct. 8	Road....	Charlotte Harbor & Northern....	113.80	Engineers.... Firemen.... Conductors.... Trainmen....	10	{ B. L. E. & E. O. R. C. B. R. T....	(3)	(3)	(3)
138	Oct. 15	Road....	St. Louis & Hannibal....	104.00	Engineers.... Firemen.... Conductors.... Trainmen....	33	{ B. L. E. & E. O. R. C. B. R. T....	Oct. 24	Hannibal, Mo....	Mediation....
139	Dec. 19	{ Services ten- dered.	Manistee & Northeastern....	139.80	Engineers.... Firemen.... Conductors.... Trainmen....	63	{ B. L. E. & E. O. R. C. B. R. T....	(4)	(4)	(4)
140	Dec. 21	Jointly....	Tremont & Gulf....	72.80	Engineers.... Firemen.... Conductors.... Trainmen....	44	{ B. L. E. & E. O. R. C. B. R. T....	1919. Jan. 10	Winnfield, La....	Mediation....

141	1919. Jan. 11	Employees....	Jay Street Connecting....	(1)	Engineers.... Firemen.... Switchmen....	20	{ B. L. E. & E. O. R. C. B. R. T....	(5)	(5)	(5)
142	Jan. 14	Employees....	Louisiana Ry. & Navigation Co....	350.50	Telegraphers....	134	O. R. T....	Jan. 18 <sup>6</sup>	Shreveport, La....	Mediation....
143	Jan. 18	Employees....	Gulf, Florida & Alabama....	156.00	Telegraphers.... Station agents....	24	O. R. T....	Jan. 22 <sup>6</sup>	Pensacola, Fla....	Mediation....
144	Jan. 25	Employees....	Monongahela Connecting....	42.00	Engineers....	(7)	B. L. E....	(6)	(6)	(6)
145	Jan. 29	Employees*....	Savannah & Atlanta....	145.00	Maintenance of way. Employees....	(7)	Int. B. M. W. E....	(7)	(7)	(7)
146	Apr. 5	Employees....	Apalachicola Northern....	132.50	Telegraphers....	12	O. R. T....	(11)	(11)	(11)
147	Apr. 10	Employees....	Atlanta & St. Andrews Bay....	84.00	Telegraphers....	13	O. R. T....	(11)	(11)	(11)
148	May 6	Employees....	Rochester & Syracuse (electric)....	80.00	Motor men.... Conductors....	87	{ B. L. E. & E. O. R. C. B. R. T....	May 10	Syracuse, N. Y....	(12)

<sup>1</sup> Investigation by mediator at Muskogee, Okla., disclosed the fact that the road had not been released from Federal control, as reported, and no further action was taken by the Board.

<sup>2</sup> Mediation agreement reinstating employees reached Aug. 24, 1918, at which date road was taken under Federal control and no further action was taken by the board.

<sup>3</sup> Upon information reaching the board of the existence of a strike on this road, services were tendered by wire, which message was acknowledged with the announcement that adjustment of the controversy had been reached.

<sup>4</sup> Settled between parties before arrival of mediator.

<sup>5</sup> Investigation begun but was suspended on account of sickness of certain representatives of the parties, was later resumed and mediation agreement reached.

<sup>6</sup> As it did not appear from the application that the employees had exhausted their efforts to secure an amicable adjustment of the controversy the applicant was so advised, and, as no interruption of traffic existed or threatened and no further action was taken by the board.

<sup>7</sup> Received by reference from National War Labor Board.

<sup>8</sup> As no response was received from employees' representative to request of the Board of Mediation for a statement of the status of the controversy and questions involved, no further action was taken by the board.

<sup>9</sup> Settled between the parties on conditions demanded by company, i. e., that employees involved and on strike become members of the Amalgamated Association of Street and Electric Railway Employees of America, in which organization all other employees of the company held membership, May 22, 1919.



TABLE II.—Arbitrations under the Newlands Act, July 15, 1913, to June 30, 1919.

Case No.	Parties to arbitration.		Date of agreement to arbitrate.	Arbitrators.			Hearings by arbitration board.		Date of award.
	Railroad company.	Employees.		Name.	Occupation.	Chosen by—	Date chosen.	Date of first hearing.	
	Baltimore & Ohio. Baltimore & Ohio Southwestern. Bessemer & Lake Erie. Boston & Albany. Boston & Maine. Buffalo, Rochester & Pittsburgh. Buffalo, & Susquehanna. Central New England. Central R. R. of New Jersey. Chicago, Indianapolis & Louisville. Chicago, Indiana & Southern. Chicago, Terre Haute & Southern. Cincinnati, Hamilton & Dayton. Cincinnati Northern. Cleveland, Cincinnati, Chicago & St. Louis. Dayton & Union. Delaware & Hudson. Delaware, Lackawanna & Western. Detroit, Toledo & Ironton. Grand Rapids & Indiana. Hocking Valley. Kanawha & Michigan. Lake Erie & Western. Lake Shore & Michigan Southern. Lehigh & Hudson River. Long Island. Maine Central. Michigan Central. New York Central & Hudson River. New York, Chicago & St. Louis. New York, New Haven & Hartford. New York, Ontario & Western.	Conductors..... Trainmen..... July 26 1913.	(W. W. Afterbury..... A. H. Smith..... Lucius E. Sheppard..... Daniel E. Coase..... John H. Finley..... Zeth Low.....)	Vice pres., Pa. R. R. Vice pres., N. Y. C. Vice pres., O. R. C. Editor and publisher, "Railroad Train- man," Pres., College of the City of New York Pres., National Civic Federation.	Roads..... do..... Employees..... do..... Other arbitra- tors..... do.....	1913. July 29 do..... do..... Aug. 19 Aug. 25 Sept. 1 do.....	Sept. 11 New York, N. Y.	1913. Nov. 10	

2	(Chicago & Western Indiana. Belt Ry. Co. of Chicago. New York, Philadelphia & Norfolk. Pennsylvania (lines east). Pennsylvania (lines west). Philadelphia & Reading. Pittsburgh & Westmoreland. Tolando. Vandalia. Western Maryland. Wheeling & Lake Erie. Zanesville & Western.)	Engineers..... Firemen..... Trainmen..... Aug. 6	(F. A. Burgess..... W. J. Jackson..... E. S. Huston..... E. P. Curtis..... E. L. Harrigan..... Fairfax Harrison I..... P. H. Morrissey..... Gerrit I. Dickema..... Henry S. Boutell..... D. R. Weber..... H. B. Chapman..... D. G. Ramsay..... S. J. Koenekamp..... Alexander H. Had- den..... James R. Garfield..... D. W. Lum..... T. H. Gerry..... H. A. Herbert..... J. A. Gordon..... Julian W. Mack..... D. G. Ramsay.....)	Asst. grand chief, B. Gen. manager, C. & E. I. R. R. Lawyer..... Vice pres., O. R. C. Gen. chairman, com- munity committee, N. P. R. R. Pres., C. I. & L. Ry. Asst. to vice pres., C. & Q. R. R. Lawyer..... Trainmaster, W. & L. E. Ry. Lawyer..... Int. pres. Commercial Telegr. Union of America. Lawyer..... Engineer of main- tenance of way, S. Ry. Gen. chairman, M. of W. E. Lawyer..... Gen. Asst. C. G. W. Ry. U. S. circuit judge..... Lawyer.....	Employees..... Roads..... U. S. B. of M. & C. Employees..... do..... Road..... do..... U. S. B. of M. & C. do..... Roads..... do..... Employees..... do..... Other arbitra- tors..... do..... Road..... Employees..... U. S. B. of M. & C. Road..... U. S. B. of M. & C. Employees..... May 23 1914.	Aug. 8 Aug. 11 Aug. 22 Aug. 27 do..... do..... Sept. 1 Oct. 29 do..... Nov. 14 do..... Nov. 18 do..... Dec. 10 do..... Oct. 30 do..... Nov. 10 1914. Feb. 4 May 15 May 25	Aug. 28 Chicago, Ill.	Sept. 17
6	Chicago, Burlington & Quincy	Conductors..... Trainmen..... Aug. 27	(F. A. Burgess..... W. J. Jackson..... E. S. Huston..... E. P. Curtis..... E. L. Harrigan..... Fairfax Harrison I..... P. H. Morrissey..... Gerrit I. Dickema..... Henry S. Boutell..... D. R. Weber..... H. B. Chapman..... D. G. Ramsay..... S. J. Koenekamp..... Alexander H. Had- den..... James R. Garfield..... D. W. Lum..... T. H. Gerry..... H. A. Herbert..... J. A. Gordon..... Julian W. Mack..... D. G. Ramsay.....)	Asst. grand chief, B. Gen. manager, C. & E. I. R. R. Lawyer..... Vice pres., O. R. C. Gen. chairman, com- munity committee, N. P. R. R. Pres., C. I. & L. Ry. Asst. to vice pres., C. & Q. R. R. Lawyer..... Trainmaster, W. & L. E. Ry. Lawyer..... Int. pres. Commercial Telegr. Union of America. Lawyer..... Engineer of main- tenance of way, S. Ry. Gen. chairman, M. of W. E. Lawyer..... Gen. Asst. C. G. W. Ry. U. S. circuit judge..... Lawyer.....	Employees..... Roads..... U. S. B. of M. & C. Employees..... do..... Road..... do..... U. S. B. of M. & C. do..... Roads..... do..... Employees..... do..... Other arbitra- tors..... do..... Road..... Employees..... U. S. B. of M. & C. Road..... U. S. B. of M. & C. Employees..... May 23 1914.	Aug. 8 Aug. 11 Aug. 22 Aug. 27 do..... do..... Sept. 1 Oct. 29 do..... Nov. 14 do..... Nov. 18 do..... Dec. 10 do..... Oct. 30 do..... Nov. 10 1914. Feb. 4 May 15 May 25	Aug. 28 Chicago, Ill.	Sept. 17
8	Wheeling & Lake Erie Wabash, Pittsburgh Terminal (West Side Belt Ry.)	Telegraphers..... Telephone agents..... Signalmen..... Nov. 7	(F. A. Burgess..... W. J. Jackson..... E. S. Huston..... E. P. Curtis..... E. L. Harrigan..... Fairfax Harrison I..... P. H. Morrissey..... Gerrit I. Dickema..... Henry S. Boutell..... D. R. Weber..... H. B. Chapman..... D. G. Ramsay..... S. J. Koenekamp..... Alexander H. Had- den..... James R. Garfield..... D. W. Lum..... T. H. Gerry..... H. A. Herbert..... J. A. Gordon..... Julian W. Mack..... D. G. Ramsay.....)	Asst. grand chief, B. Gen. manager, C. & E. I. R. R. Lawyer..... Vice pres., O. R. C. Gen. chairman, com- munity committee, N. P. R. R. Pres., C. I. & L. Ry. Asst. to vice pres., C. & Q. R. R. Lawyer..... Trainmaster, W. & L. E. Ry. Lawyer..... Int. pres. Commercial Telegr. Union of America. Lawyer..... Engineer of main- tenance of way, S. Ry. Gen. chairman, M. of W. E. Lawyer..... Gen. Asst. C. G. W. Ry. U. S. circuit judge..... Lawyer.....	Employees..... Roads..... U. S. B. of M. & C. Employees..... do..... Road..... do..... U. S. B. of M. & C. do..... Roads..... do..... Employees..... do..... Other arbitra- tors..... do..... Road..... Employees..... U. S. B. of M. & C. Road..... U. S. B. of M. & C. Employees..... May 23 1914.	Aug. 8 Aug. 11 Aug. 22 Aug. 27 do..... do..... Sept. 1 Oct. 29 do..... Nov. 14 do..... Nov. 18 do..... Dec. 10 do..... Oct. 30 do..... Nov. 10 1914. Feb. 4 May 15 May 25	Aug. 28 Chicago, Ill.	Sept. 17
12	Southern Ry.	Maintenance- of-way em- ployees..... Nov. 3	(F. A. Burgess..... W. J. Jackson..... E. S. Huston..... E. P. Curtis..... E. L. Harrigan..... Fairfax Harrison I..... P. H. Morrissey..... Gerrit I. Dickema..... Henry S. Boutell..... D. R. Weber..... H. B. Chapman..... D. G. Ramsay..... S. J. Koenekamp..... Alexander H. Had- den..... James R. Garfield..... D. W. Lum..... T. H. Gerry..... H. A. Herbert..... J. A. Gordon..... Julian W. Mack..... D. G. Ramsay.....)	Asst. grand chief, B. Gen. manager, C. & E. I. R. R. Lawyer..... Vice pres., O. R. C. Gen. chairman, com- munity committee, N. P. R. R. Pres., C. I. & L. Ry. Asst. to vice pres., C. & Q. R. R. Lawyer..... Trainmaster, W. & L. E. Ry. Lawyer..... Int. pres. Commercial Telegr. Union of America. Lawyer..... Engineer of main- tenance of way, S. Ry. Gen. chairman, M. of W. E. Lawyer..... Gen. Asst. C. G. W. Ry. U. S. circuit judge..... Lawyer.....	Employees..... Roads..... U. S. B. of M. & C. Employees..... do..... Road..... do..... U. S. B. of M. & C. do..... Roads..... do..... Employees..... do..... Other arbitra- tors..... do..... Road..... Employees..... U. S. B. of M. & C. Road..... U. S. B. of M. & C. Employees..... May 23 1914.	Aug. 8 Aug. 11 Aug. 22 Aug. 27 do..... do..... Sept. 1 Oct. 29 do..... Nov. 14 do..... Nov. 18 do..... Dec. 10 do..... Oct. 30 do..... Nov. 10 1914. Feb. 4 May 15 May 25	Aug. 28 Chicago, Ill.	Sept. 17
17	New York, Chicago & St. Louis.	Telegraphers..... Station agents..... Signalmen..... Feb. 5 1914.	(F. A. Burgess..... W. J. Jackson..... E. S. Huston..... E. P. Curtis..... E. L. Harrigan..... Fairfax Harrison I..... P. H. Morrissey..... Gerrit I. Dickema..... Henry S. Boutell..... D. R. Weber..... H. B. Chapman..... D. G. Ramsay..... S. J. Koenekamp..... Alexander H. Had- den..... James R. Garfield..... D. W. Lum..... T. H. Gerry..... H. A. Herbert..... J. A. Gordon..... Julian W. Mack..... D. G. Ramsay.....)	Asst. grand chief, B. Gen. manager, C. & E. I. R. R. Lawyer..... Vice pres., O. R. C. Gen. chairman, com- munity committee, N. P. R. R. Pres., C. I. & L. Ry. Asst. to vice pres., C. & Q. R. R. Lawyer..... Trainmaster, W. & L. E. Ry. Lawyer..... Int. pres. Commercial Telegr. Union of America. Lawyer..... Engineer of main- tenance of way, S. Ry. Gen. chairman, M. of W. E. Lawyer..... Gen. Asst. C. G. W. Ry. U. S. circuit judge..... Lawyer.....	Employees..... Roads..... U. S. B. of M. & C. Employees..... do..... Road..... do..... U. S. B. of M. & C. do..... Roads..... do..... Employees..... do..... Other arbitra- tors..... do..... Road..... Employees..... U. S. B. of M. & C. Road..... U. S. B. of M. & C. Employees..... May 23 1914.	Aug. 8 Aug. 11 Aug. 22 Aug. 27 do..... do..... Sept. 1 Oct. 29 do..... Nov. 14 do..... Nov. 18 do..... Dec. 10 do..... Oct. 30 do..... Nov. 10 1914. Feb. 4 May 15 May 25	Aug. 28 Chicago, Ill.	Sept. 17

On Dec. 2, 1913, Pierce Butler, lawyer, was appointed arbitrator in place of Fairfax Harrison, resigned.



TABLE II.—Arbitrations under the Newlands Act, July 15, 1913, to June 30, 1919—Continued.

Case No.	Parties to arbitration.		Date of agreement to arbitrate.	Arbitrators.				Hearings by arbitration board.		Date of award.
	Railroad company.	Employees.		Name.	Occupation.	Chosen by—	Date chosen.	Date of first hearing.	Place.	
22	Georgia & Florida.	(Engineers.) (Firemen.)	1914. Mar. 21	(L. S. Davis. A. W. Anderson. Stanton J. Peelle.)	Gen. chairman B. I. E. Gen. manager, C. & W. C. Ry. Chief Justice U. S. Court of Claims (retired).	Employees. Road. U. S. B. of M. & C.	1914. Mar. 21 Mar. 22 Apr. 20	1914. Apr. 28	Augusta, Ga.	1913. May 9
	Atchafalaya, Topeka & Santa Fe (eastern lines). Atchafalaya, Topeka & Santa Fe (western lines). Atchafalaya, Topeka & Santa Fe (central lines). Southern Kansas Railway of Texas. Pecos & Northern Texas. Rio Grande & El Paso. Grand Canyon & Santa Fe. (Santa Fe and Prescott lines). Gulf, Colorado & Santa Fe. Texas & Gulf. Gulf & Interstate Railway of Texas. Chicago, San Saba & Llano Valley. Baltimore & Ohio Chicago Terminal. Belt Railway of Chicago. Canadian Northern. Duluth, Winnipeg & Pacific. Canadian Pacific (lines west of Winnipeg). Chicago & Alton. Chicago & North Western. Pierre, Rapid City & Northwestern. Wyoming & Northwestern. Chicago & Western Indiana. Chicago, Burlington & Quincy.									

Chicago Great Western.	Chicago Junction.	Chicago, Milwaukee & St. Paul (western lines). Chicago, Milwaukee & St. Paul (Prest Sound lines). Bellingham & Northern. Takoma Eastern. Chicago, Rock Island & Pacific. Chicago, Rock Island & Gulf. Chicago, Rock Island & St. Louis. Chicago, St. Paul Minneapolis & Omaha. Davenport, Rock Island & Northwestern. Denver & Rio Grande. Denver & Salt Lake. Mineral Range. El Paso & Southwestern. Fort Worth Belt. Fort Worth & Denver City. Wichita Valley. Great Northern. Illinois Central. Yazoo & Mississippi Valley. International & Great Northern. Kansas City, Clinton & Springfield. Kansas City Southern. Kansas City & Fort Smith. Kansas City Terminal. Louisiana & Arkansas. Minneapolis, St. Paul & Sault Ste. Marie. Missouri & North Arkansas. Missouri, Kansas & Texas. Missouri, Kansas & Texas Railway of Texas. Beaumont & Great Northern. Texas Central. Wichita Falls Lines. Missouri, Oklahoma & Gulf. Missouri Pacific. St. Louis, Iron Mountain & Southern. Northern Pacific. Oregon-Washington Railroad & Navigation Co. Oregon Short Line. Rocky Mountain. St. Louis & San Francisco. New Orleans, Texas & Mexico. Orange & Northwestern. Beaumont, Sour Lake & Western.	Engineers. Firemen. Hostlers.	Aug. 3	(F. A. Burgess. Timothy Shea. H. E. Byram. H. L. Park. J. C. Pritchard. (Charles Nagel.	Asst. Grand chief, B. I. E. Asst. pres., B. I. F. & E. Vice pres., C. B. & Q. R. E. Vice pres., I. C. R. R. U. S. circuit judge. Lawyer.	Employees. do. Roads. do. do. do. do.	Aug. 10 do. Aug. 11 do. Nov. 21 do.	Nov. 30	Chicago, Ill.	1915. Apr. 30
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TABLE II.—Arbitrations under the Newlands Act, July 15, 1913, to June 30, 1919—Continued.

Case No.	Parties to arbitration.		Date of agreement to arbitrate.	Arbitrators.				Hearings by arbitration board.		Date of award.
	Railroad company.	Employees.		Name.	Occupation.	Chosen by—	Date chosen.	Date of first hearing.	Place.	
	St. Louis, Brownsville & Mexico. St. Louis, San Francisco & Texas Port Worth & Rio Grande..... St. Louis and New Orleans..... St. Louis and New Western..... St. Louis Southwestern Railway of Texas. San Antonio & Aransas Pass..... San Pedro, Los Angeles & Salt Lake. Southern Pacific Co. (Pacific sys- tem). Sunset Central Lines. Galveston, Harrisburg & San Antonio. Houston & Texas Central..... Houston, East & West Texas..... Houston & Shreveport..... Texas & New Orleans..... Memphis & Arkansas & Texas Railroad & Steamship Co. Louisiana Western..... Spokane, Portland & Seattle..... Oregon Trunk..... Terminal Railroad Association of St. Louis. St. Louis Merchants Bridge Ter- minal & Transfer Co. Texas & Pacific..... Denison & Pacific Suburban..... Weatherford, Mineral Wells & Northwest. Trinity & Brazos Valley..... Union Pacific..... Union Pacific Railway (Memphis)..... Union Stockyards & Co. of Omaha Wabash (lines west of Detroit and Toledo). Western Pacific..... Wiggins Ferry Co..... Fiere & Fort Fiere Bridge.....									

[illegible]

Arbitration arranged, but settlement on basis of mediation proposal reached by parties before arbitration board organized, and further proceedings were discontinued.

TABLE II.—Arbitrations under the Newlands Act, July 15, 1913, to June 30, 1919—Continued.

Case No.	Parties to arbitration.		Date of award.	Arbitrators.			Hearings by arbitration board.	
	Railroad company.	Employees.		Name.	Occupation.	Chosen by—	Date of first hearing.	Place.
92	New York, New Haven & Hartford. Central New England.	Engineers. Firemen.	1917. Oct. 30	Samuel Higgins. Jno. G. Walber. L. G. Griffing.	Manufacturer. Sec. Bureau of Information Eastern Ry. A. G. C. B. L. E.	Other arbitrators. Roads. Employees.	1917. Dec. 4	New York, N. Y.
101	Baltimore & Ohio.	Telegraphers.	Dec. 11	Geo. H. Campbell. F. E. Blaser. J. J. Dermody. J. F. Miller. Chas. A. Woods.	Asst. to pres. B. & O. Asst. gen. mgr. B. & O. Vice pres. O. R. T. Chm. board directors, O. R. T. U. S. circuit judge.	Roads. Telegraphers. do. do. U. S. B. of M. & C.	1917. Dec. 20	Baltimore, Md.
104	St. Louis Southwestern.	Trainmen.	Dec. 1	Francis E. Luepp. W. A. Webb. P. C. Gaylor. James H. Gore.	Educator. Chief operating officer, M. T. R. Gen. chm., B. R. T. Educator.	do. Road. Trainmen. U. S. B. of M. & C.	1917. Dec. 3	Dallas, Tex.
105	St. Louis & San Francisco.	Telegraphers.	Dec. 19	H. D. Teed. C. B. Rawlins. J. A. Frates.	Supt. of telegraphing, St. L. & S. F. R. R. Gen. Sec., O. R. T. Pres., S. & Q. F. Ry.	Road. Telegraphers. Other arbitrators.	Dec. 19 1918. Jan. 4	St. Louis, Mo.
107	Southern Pacific (lines in Texas and Louisiana). Galveston, Harrisburg & San Antonio. Missouri, Louisiana & Texas. Rocky Mountain & Western. Louisiana & Vermilion.	Engineers. Firemen. Hostlers.	1913. Jan. 29	Stanton J. Peale. Francis E. Leupp. W. A. Webb. W. E. Green. J. F. Taylor. Fred Barr.	Chf. Justice, U. S. Ct. Claims (retired). Educator. Chief operating officer, M. T. R. Pres., C. W. & E. Ry. Chm. of committee B. L. E. & E.	U. S. B. of M. & C. do. Road. do. do. do.	1913. May 6	Houston, Tex.

## DIGEST OF ARBITRATIONS.

## RAILROADS IN EASTERN TERRITORY AND ORDER OF RAILWAY CONDUCTORS, BROTHERHOOD OF RAILROAD TRAINMEN.

1913.

## 1. Parties involved—

- (a) Baltimore & Ohio Railroad.  
Baltimore & Ohio Southwestern Railroad.  
Bessemer & Lake Erie Railroad.  
Boston & Albany Railroad.  
Boston & Maine Railroad.  
Buffalo, Rochester & Pittsburgh Railroad.  
Buffalo & Susquehanna Railroad.  
Central New England Railroad.  
Central Railroad of New Jersey.  
Chicago, Indianapolis & Louisville Railroad.  
Chicago, Indiana & Southern Railroad.  
Chicago, Terre Haute & Southeastern Railroad.  
Cincinnati, Hamilton & Dayton Railroad.  
Cincinnati Northern Railroad.  
Cleveland, Cincinnati, Chicago & St. Louis Railroad.  
Dayton & Union Railroad.  
Delaware & Hudson Railroad.  
Delaware, Lackawanna & Western Railroad.  
Detroit, Toledo & Ironton Railroad.  
Grand Rapids & Indiana Railroad.  
Hocking Valley Railroad.  
Kanawha & Michigan Railroad.  
Lake Erie & Western Railroad.  
Lake Shore & Michigan Southern Railroad.  
Lehigh & Hudson River Railroad.  
Long Island Railroad.  
Maine Central Railroad.  
Michigan Central Railroad.  
New York Central & Hudson River Railroad.  
New York, Chicago & St. Louis.  
New York, New Haven & Hartford Railroad.  
New York, Ontario & Western Railroad.  
New York, Philadelphia & Norfolk Railroad.  
Pennsylvania Lines, East.  
Pennsylvania Lines, West.  
Philadelphia & Reading Railroad.  
Rutland Railroad.  
Toledo & Ohio Central.  
Vandalia Railroad.  
Western Maryland Railroad.  
Wheeling & Lake Erie Railroad.  
Zanesville & Western Railroad.

- (b) Order of Railway Conductors, and Brotherhood of Railroad Trainmen, representing approximately 16,000 conductors and 76,000 trainmen.

2. Date arbitration hearing began.—September 11, 1913.  
3. Date of award.—November 10, 1913.  
4. General results.—(a) No attempt was made to standardize rates of pay and working conditions between the East and West, but effort was made to standardize rates between East and South, because of similarity in working conditions and rates of pay for other skilled workers were practically uniform in these sections.  
(b) Cost of living had advanced 7 per cent during 1910-1912 and the board considered this the basic factor in making their wage award. They therefore granted a



corresponding money increase to conductors and trainmen amounting, according to their estimate, to approximately \$6,000,000.

(c) Increased risk, labor, responsibility and the increased productivity of the work of the train crews were not considered sufficient cause for increased compensation, excepting mine runs.

(d) The board held that there was no working relation between freight and passenger rates and rates of pay to employees.

(e) Percentage of increase in rates of pay granted in the passenger service was not large; larger advances were allowed in freight service because of the longer hours of work.

An action of the board which was of general interest was the recommendation that Congress should authorize some public authority to make an independent inquiry to ascertain whether there was any reason for maintaining a wage differential between East and West, to study wage scales, and to recommend "a scientific basis for the payment of railway employees who operate trains."

**CHICAGO & WESTERN INDIANA RAILROAD AND BELT RAILWAY CO. OF CHICAGO AND BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN, AND BROTHERHOOD OF RAILROAD TRAINMEN.**

1913.

1. *Parties involved.*—

- (a) Chicago & Western Indiana Railroad.  
Belt Railway Co. of Chicago.
- (b) Brotherhood of Locomotive Engineers.  
Brotherhood of Locomotive Firemen.  
Enginemen, Brotherhood of Railroad Trainmen.

2. *Date arbitration hearing began.*—August 28, 1913.

3. *Date of award.*—September 17, 1913.

4. *General results.*—The employees asked that the rates of pay of engineers be increased from \$4.50 in switching service and \$4.25 in transfer service to a rate of \$5 on engines with cylinders 20 inches or more in diameter, and \$4.50 on engines with cylinders under 20 inches in diameter, with proportionate increases in the pay for overtime. The board of arbitration ordered an increase in the rates of pay of engineers employed in work-train service in the Chicago Terminal district from \$4.15 to \$4.40, with a proportionate increase for overtime; increases in the transfer and switching services were denied.

Increases in the rates paid for suburban service were denied. Various minor rules with reference to working conditions were established.

**THE CHICAGO, BURLINGTON & QUINCY RAILROAD AND ORDER OF RAILWAY CONDUCTORS AND BROTHERHOOD OF RAILROAD TRAINMEN.**

1913.

1. *Parties involved.*—

- (a) Chicago, Burlington & Quincy Railroad.
- (b) Brotherhood of Railroad Trainmen.  
Order of Railway Conductors.

2. *Date arbitration hearing began.*—November 3, 1913.

3. *Date of award.*—February 19, 1914.

4. *General results.*—Increases in rates of pay, based on the average rate per month for specified runs, were gained by conductors and motormen in certain important services. The exceptions were in the through and way freight services, where no increases were granted.

In the passenger service conductors gained small increases on 15 out of 17 divisions. Brakemen received increases on 16 divisions in this service. On 8 out of 10 divisions on which baggagemen were employed, in the passenger service, increases in rates of pay were granted. Very small increases were gained by flagmen, no change being made in 6 out of 13 divisions.

Conductors in the suburban service gained from 3.3 per cent to 4.2 per cent in rates of pay, while brakemen, collectors, and joint express baggage and brakemen were granted increases in very nearly the same proportions.

The conductors, brakemen, and baggagemen employed in the mixed-train service received relatively higher percentages of increases in rates of pay than were granted in any of the other services. Conductors were given increases ranging from 3.6 per cent

to 15.8 per cent. The increases granted baggagemen ranged from 3.7 per cent to 14.9 per cent. The brakemen received increases of from 3 per cent to 22.5 per cent.

Minimum rates of pay for passenger trainmen were established as follows: Conductors, \$134.20 per month; baggagemen, \$80.85 per month; brakemen, \$74.90 per month; flagmen, \$74.90 per month; with overtime rates of 38.5 cents per hour for conductors and 25.3 per hour for baggagemen, brakemen, and flagmen.

**WHEELING & LAKE ERIE, WABASH-PITTSBURGH TERMINAL, AND WEST SIDE BELT RAILROADS, AND ORDER OF RAILROAD TELEGRAPHERS**

1913.

1. *Parties involved.*—

- (a) Wabash and Lake Erie Railroad.  
Wabash-Pittsburgh Terminal.  
West Side Belt Railroad.
- (b) Telegraphers.  
Telephoners.  
Station agents.  
Signalmen.

2. *Date arbitration hearing began.*—December 29, 1913.

3. *Date of award.*—January 13, 1914.

4. *General results.*—The award comprised a series of 17 articles, containing a definition of the work that a telegrapher is expected to do, an exact statement of hours of work, promotion rights, seniority list, overtime rates, minimum rates of pay, transfers, suspensions, vacation rights, passes, etc.

The wage scale established as the result of the award involved an increase of rates of pay of \$5 per month, an average increase of 6.4 per cent. Minimum rates of pay for telegraphers were established at \$65 per month.

Material changes were made in the rules governing working conditions, establishing the basis of a day's work, promotion rights, etc.

**SOUTHERN RAILWAY AND MAINTENANCE-OF-WAY EMPLOYEES.**

1913.

1. *Parties involved.*—

- (a) Southern Railway.
- (b) Maintenance-of-way employees.

2. *Date arbitration hearings began.*—November 17, 1913.

3. *Date of award.*—December 17, 1913.

4. *General results.*—The issues involved were wage increases of \$4 per month for foremen, 7½ per cent for bridgemen, carpenters, masons, painters, pile-driver engineers; section and extra gang apprentices, 10 cents per day.

The board of arbitration awarded a wage increase of \$4 per month to extra gang foremen and 10 cents a day to apprentices. The rates of pay asked for other classes of employees were disallowed.

**NEW YORK, CHICAGO & ST. LOUIS RAILROAD AND ORDER OF RAILROAD TELEGRAPHERS.**

1914.

1. *Parties involved.*—

- (a) New York, Chicago & St. Louis Railroad.
- (b) Telegraphers.  
Station agents.  
Signalmen.

2. *Date arbitration hearings began.*—May 25, 1914.

3. *Date of award.*—June 13, 1914.

4. *General results.*—The demands of the employees were presented in a series of seven articles—three relating to the rate of pay for regular and overtime work, and four to working conditions.

The board of arbitration declared that a minimum wage scale of \$65 a month should be adopted. For overtime work the board awarded a rate of 30 cents per hour for the first two hours and 35 cents per hour thereafter.

Respecting the request for an expense allowance of \$1 per day regularly assigned telegraphers when used at other than their regular offices, the board awarded a rule requiring the company to pay any additional expense actually and reasonably incurred by such employee not exceeding \$1 per day in case of such transfer. Regarding the rates of pay for telegraphers, 98 of them, or 26.5 per cent of the whole, received increases, ranging from \$1.25 (2 per cent) to \$14 (27.5 per cent) per month. Rates of



pay for overtime work after the second hour by telegraphers were increased from 30 to 35 cents an hour.

Changes in working conditions as a result of the arbitration award included a reduction in the regular hours of service in one-man positions from 12 to 11 consecutive hours, including meal hour, and a stipulation for the payment of overtime after six hours' service on Sunday as compared with overtime payments for Sunday work on the same basis as week-day work prior to the award.

#### GEORGIA & FLORIDA RAILROAD AND BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN.

1914.

##### 1. Parties involved—

- (a) Georgia & Florida Railroad.
- (b) Engineers and firemen.

##### 2. Date arbitration hearings began.—April 28, 1914.

##### 3. Date of award.—May 9, 1914.

4. General results.—The board of arbitrators (one member dissenting) awarded increases in the rates of pay of engineers and firemen ranging in passenger, freight, mixed and work train service from 10 to 13.3 per cent. In switching service an increase of approximately 8 per cent was awarded, a slightly greater increase being granted in the rates of pay of hostlers.

The issues involved in this case were increased rates of pay for locomotive engineers ranging from 11 per cent in local freight to 16.7 per cent in passenger service, and in the case of overtime, increases of from 13 per cent in branch service to 25 per cent in passenger, freight, and mixed train service.

Increased rates of pay for firemen, equivalent to 55 per cent of engineers' rates as compared with 50 per cent under the then existing scale.

#### RAILROAD IN WESTERN TERRITORY AND BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN.

1914-15.

##### 1. Parties involved.—The following western roads:

- (a) Atchison, Topeka & Santa Fe Railway, eastern lines.
- Atchison, Topeka & Santa Fe Railway, western lines.
- Southern Kansas Railway of Texas.
- Pecos & Northern Texas Railway.
- Pecos River Railroad.
- Rio Grande & El Paso Railroad.
- Atchison, Topeka & Santa Fe, coast lines.
- Grand Canyon Railway.
- Atchison, Topeka & Santa Fe, Santa Fe, Prescott, and Phoenix lines.
- Gulf, Colorado & Santa Fe Railway.
- Texas & Gulf Railway.
- Gulf & Interstate Railway of Texas.
- Concho, San Saba & Llano Valley Railroad.
- Baltimore & Ohio Chicago Terminal Railroad.
- Belt Railway of Chicago (firemen only).
- Canadian Northern Railway.
- Duluth, Winnipeg & Pacific Railway.
- Canadian Pacific Railway, lines west of Fort William.
- Chicago & Alton Railroad.
- Chicago & Northwestern Railway.
- Pierre & Fort Pierre Bridge Railway.
- Pierre, Rapid City & Northwestern Railroad.
- Wyoming & Northwestern Railway.
- Chicago & Western Indiana Railroad (firemen only).
- Chicago, Burlington & Quincy Railroad.
- Chicago Great Western Railroad.
- Chicago Junction Railway.
- Chicago, Milwaukee & St. Paul Railway, eastern lines.
- Chicago, Milwaukee & St. Paul Railway, Puget Sound lines.
- Pellingham & Northern Railroad.
- Tacoma Eastern Railroad.
- Chicago, Rock Island & Pacific Railway.
- Chicago, Rock Island & Gulf Railway.
- Chicago, St. Paul, Minneapolis & Omaha Railway.

##### 1. Parties involved—Continued.

- (a) Colorado & Southern Railway.
- Davenport, Rock Island & Northwestern Railway.
- Denver & Rio Grande Railroad.
- Duluth, South Shore & Atlantic Railway.
- Mineral Range Railroad.
- El Paso & Southwestern Railway.
- Fort Worth Belt Railway.
- Fort Worth & Denver City Railway.
- Wichita Valley Railway.
- Great Northern Railway System.
- Illinois Central Railroad.
- Yazoo & Mississippi Valley Railway.
- International & Great Northern Railway.
- Kansas City, Clinton & Springfield Railway.
- Kansas City Southern Railway.
- Texarkana & Fort Smith Railway.
- Kansas City Terminal Railway.
- Louisiana & Arkansas Railway.
- Minneapolis, St. Paul & Sault Ste. Marie Railway.
- Missouri & North Arkansas Railroad.
- Missouri, Kansas & Texas Railway.
- Missouri, Kansas & Texas Railway of Texas.
- Beaumont & Great Northern Railroad.
- Texas Central Railroad.
- Wichita Falls Lines.
- Missouri, Oklahoma & Gulf Railway.
- Missouri Pacific Railway and St. Louis, Iron Mountain & Southern Railway.
- New Orleans, Texas & Mexico Railroad.
- Oregon & Northwestern Railroad.
- Beaumont, Sour Lake & Western Railway.
- Northern Pacific Railway.
- Oregon Short Line Railroad.
- Oregon-Washington Railroad & Navigation Co.
- St. Louis & San Francisco Railroad (except hostlers).
- St. Louis, Brownsville & Mexico Railway.
- St. Louis, San Francisco & Texas Railway.
- Fort Worth & Rio Grande Railway.
- St. Louis Southwestern Railway.
- St. Louis Southwestern Railway of Texas.
- San Antonio & Aransas Pass Railway.
- San Pedro, Los Angeles & Salt Lake Railroad.
- Southern Pacific Co., Pacific System.
- Spokane, Portland & Seattle Railway.
- Oregon Trunk Railway.
- Sunset Central Lines.
- Galveston, Harrisburg & San Antonio Railway.
- Houston & Texas Central Railroad.
- Houston East & West Texas Railway.
- Houston & Shreveport Railroad.
- Texas & New Orleans Railroad.
- Morgan's Louisiana & Texas Railroad & Steamship Co.
- Louisiana Western Railroad.
- Terminal Railroad Association of St. Louis.
- St. Louis Merchants Bridge Terminal Railway.
- Texas & Pacific Railway.
- Dennison & Pacific Suburban Railway.
- Weatherford, Mineral Wells & Northwestern Railway.
- Trinity & Brazos Valley Railway.
- Union Pacific Railroad.
- Union Railway, Memphis.
- Union Stock Yards of Omaha.
- Wabash Railroad, lines west of Detroit and Toledo.
- Western Pacific Railway.
- Wiggins Ferry Co.
- (b) Engineers, Firemen, and Hostlers.

2. *Date arbitration hearings began.*—November 30, 1914.
3. *Date of award.*—April 30, 1915.
4. *Results.*—(a) Six hours and forty minutes, or 100 miles in passenger service, was established, with a minimum rate for engineers of \$4.30 and for firemen of \$2.50.
- (b) Through freight rates were extended to all classes of freight service except belt-line and transfer service.
- (c) Minimum day rates in steam service allowed to those in electric service.
- (d) Thirty cents per 100 miles was added to through freight rates of pay for engineers and firemen engaged in local or way service.
- (e) Minimum rates of pay with some increases in certain classes was established for the first time, according to the weight of engines on drivers.
- (f) Payment for final terminal delay allowed under certain conditions.
- (g) Pay for time held away from home terminal was granted after expiration of 22 hours from time last relieved from duty, also payment for time tied up on road and while deadheading on company business.
- (h) A minimum rate of \$4.20 per day of 12 hours for hostlers.
- (i) Firemen and engineers were specifically relieved from the performance of certain duties which hitherto some schedules had required.

**NEW YORK CENTRAL RAILROAD CO. (LINES EAST OF BUFFALO), NEW YORK CENTRAL RAILROAD CO. (LINES WEST OF BUFFALO), NEW YORK, CHICAGO & ST. LOUIS RAILROAD CO., AND ORDER OF RAILROAD TELEGRAPHERS.**

1916.

1. *Parties involved.*—
  - (a) New York Central Railroad Co. (Buffalo and east).  
New York Central Railroad Co. (west of Buffalo).  
New York, Chicago & St. Louis Railroad Co.
  - (b) Telegraphers.  
Towermen.  
Station agents.
2. *Date arbitration hearings began.*—July 6, 1916.
3. *Date of award.*—August 1, 1916. (Interpretation of one clause of this award rendered by reconvened arbitration board on Nov. 1, 1916.)
4. *General results.*—This arbitration was preceded by three separate mediation proceedings begun on May 5, 1916, an agreement to arbitrate being reached on June 10, 1916. The general results of the arbitration were:
 

New York Central Railroad, Buffalo and east: Employees working more than nine consecutive hours per day, who have been in the service one year or more, awarded seven days annual vacation with pay; after three years' service, 10 days annual vacation with pay. Employees working nine hours or less per day, after two years' service, awarded seven days annual vacation with pay.

Employees' request for a rule relieving them from flagging crossings, operating pumps, or caring for switch lamps was denied.

An increase of 10 per cent in salaries of all employees included in the arbitration was awarded, such increase to be distributed as agreed upon by the railroad officials and telegraphers' committee. The request for inclusion of operators in the New York office in this schedule was denied.

New York Central Railroad, west of Buffalo: Employees' request for relief from, or extra compensation for, cleaning or caring for batteries, lamps, switches, interlocking machinery, pumps, etc., was denied, except where then in effect.

Salaries were ordered based on regular working days of the month, with overtime for all hours worked on Sundays and holidays.

The same award with reference to annual vacations with pay for employees working specified hours per day was made as in the case of employees Buffalo and east (above).

An increase of 8 per cent in salaries of all employees included in the schedule was awarded, to be distributed as agreed upon by the railroad officials and telegraphers' committee.

New York, Chicago & St. Louis Railroad: Awarded that telegraphers will only be required to perform work on Sundays necessary to protect the company's interest, and to be paid overtime therefor in addition to regular wages. Sunday hours to be within regularly assigned week-day hours and to be consecutive.

(One member of the arbitration board dissented from a majority of the concessions to employees.)

The arbitration board was reconvened at Cleveland, Ohio, on October 30, 1916, pursuant to request of employees of the New York, Chicago & St. Louis Railroad, for an interpretation of the former award with reference to compensation for Sunday work, the employees contending that such work should be paid for on the basis of the working-day month, representatives of the railroad claiming the calendar month as the basis.

On November 1, 1916, the board decided this question by ruling that the rate of pay for Sunday work should be based on the working-day month.

**NEW YORK CENTRAL RAILROAD CO. AND TWELVE OTHER RAILROADS AND SWITCHMEN'S UNION OF NORTH AMERICA.**

1916.

1. *Parties involved.*—
  - (a) New York Central Railroad Co.  
Michigan Central Railroad Co.  
Lehigh Valley Railroad Co.  
Bessemer & Lake Erie Railroad Co.  
New York, Chicago & St. Louis Railroad Co.  
Delaware, Lackawanna & Western Railroad Co.  
Cincinnati, New Orleans & Texas Pacific Railway Co.  
Chicago, Rock Island & Pacific Railway Co.  
Chicago & Eastern Illinois Railroad.  
Baltimore & Ohio Chicago Terminal Railroad Co.  
Minneapolis, St. Paul & Sault Ste. Marie Railway Co.  
Chicago Great Western Railroad Co.  
Peoria Railway Terminal Co.
  - (b) Certain employees, represented by the Switchmen's Union of North America.
2. *Date arbitration hearings began.*—November 13, 1916.
3. *Date of award.*—December 23, 1916.
4. *General results.*—(a) Eight hours or less was held to constitute a day's work; an increase of 5 cents per hour over existing rates was granted for all yard foremen (conductors) and helpers (yard brakemen) involved in the arbitration; overtime to be paid at pro rata rates, on the basis of the actual minutes worked; the pay of regular switchmen to begin at the time required to report for duty and end when relieved; switchmen to commence work and be relieved at designated points; switchmen to be paid at day rates for time worked between 6 a. m. and 6 p. m., and at night rates for time worked between 6 p. m. and 6 a. m.; existing meal-hour regulations to apply to all crews assigned to shifts exceeding eight hours.
- (b) The arbitrators for the employees, who had requested that 47 cents per hour be paid helpers and 50 cents per hour to firemen, dissented from the award of 5 cents an hour increase, and from that section of the award whereby overtime is to be paid at pro rata rates, as the employees had requested time and one-half for overtime.
- (c) It was mutually agreed before the arbitration hearings began that only certain divisions or yards of certain roads were to be affected, while in the case of other roads all yards and terminals were included.

**LOUISVILLE & NASHVILLE RAILROAD (NASHVILLE TERMINALS) AND BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN, ORDER OF RAILWAY CONDUCTORS, BROTHERHOOD OF RAILROAD TRAINMEN.**

1917.

1. *Parties involved.*—
  - (a) Louisville & Nashville Railroad (Nashville Terminals).
  - (b) Firemen.
2. *Date arbitration hearings began.*—January 8, 1917.
3. *Date of award.*—January 20, 1917.
4. *General results.*—Nashville Terminals claimed that in violation of a rule of that company to employ no locomotive firemen affiliated with the Brotherhood of Locomotive Firemen and Enginemen, certain of their employees had joined or applied for membership in that organization, and they were discharged for that reason. The firemen denied that they joined or applied for membership in said organization at the time of their discharge.

The specific question submitted for arbitration and decision was, "Had the ex-employees, parties hereto, joined or applied to join the organization known as the Brotherhood of Locomotive Firemen and Enginemen before their dismissal?"

It was agreed that should the arbitrators decide the question submitted in favor of the discharged employees, such of them as had, since their discharge, become members of said brotherhood would withdraw from that organization and would thereupon be reemployed, with all the rights they enjoyed and were entitled to before their discharge. Of the 30 firemen discharged for alleged joining of the union, the award found that 19 joined and 11 did not join.

**ST. LOUIS, SOUTHWESTERN RAILWAY CO., ST. LOUIS SOUTHWESTERN RAILWAY CO. OF TEXAS, AND ORDER OF RAILROAD TELEGRAPHERS.**

1917.

1. *Parties involved*—

- (a) St. Louis Southwestern Railway Co.,  
St. Louis Southwestern Railway Co. of Texas.
- (b) Telegraphers.

2. *Date arbitration hearing began*.—January 8, 1917.

3. *Date of award*.—January 31, 1917.

4. *General results*.—Employees request that telegraphers whose hours include Sunday duty and who have been in continuous service two years or more be given a 15-day vacation each year with pay, was denied.

Readjustment of salaries to be made when commissions are materially reduced or entirely removed.

One of the five office managers asked to be included in the schedule was included—balance denied.

Ten of the 14 exclusive agents were included and 4 were denied, and the 9 nontelegraph agencies asked to be included under the schedule and wage scale were denied.

Employees granted a 10 per cent increase in pay on present pay of employees covered by present schedule.

**GEORGIA, FLORIDA & ALABAMA RAILWAY, AND BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN, ORDER OF RAILWAY CONDUCTORS, AND BROTHERHOOD OF RAILROAD TRAINMEN.**

1917.

1. *Parties involved*—

- (a) Georgia, Florida & Alabama Railway.
- (b) Engineers.  
Firemen.  
Conductors.  
Trainmen.

2. *Date arbitration hearings began*.—November 27, 1917.

3. *Date of award*.—December 8, 1917.

4. *General results*.—Controversy arose over discharge of an engineer. Brotherhood requested his reinstatement but railway company refused. The former then applied to Board of Mediation to adjust the difficulty but the railway refused to accept its services and Brotherhood finally requested Board to discontinue its efforts at adjustment. Later four Brotherhoods sought reinstatement of engineer, revision of working conditions, and slight increase in wages. Upon refusal of the railway to accede to these demands the employees individually left the service, which caused an interruption of railway operation, whereupon the Board of Mediation intervened, securing agreement on questions of wages and working conditions and reference of question of reinstatement of the engineer to an arbitration board, which board exonerated the engineer of the charges preferred and ordered his reinstatement with back pay to March 1, 1917.

**THE CHICAGO, ROCK ISLAND & PACIFIC RAILWAY CO., THE CHICAGO, ROCK ISLAND & GULF RAILWAY CO., AND ORDER OF RAILROAD TELEGRAPHERS.**

1917.

1. *Parties involved*—

- (a) The Chicago, Rock Island & Pacific Railway Co.  
The Chicago, Rock Island & Gulf Railway Co.
- (b) Telegraphers.

2. *Date arbitration hearings began*.—October 15, 1917.

3. *Date of award*.—October 30, 1917.

4. *General results*.—(a) Eight consecutive hours constitute a day's work in offices under the jurisdiction of the superintendent of telegraph and pay pro rata for Sunday and holiday work; 10 consecutive hours in offices where only one telegrapher is employed; 9 consecutive hours where two telegraphers are employed; 8 consecutive hours where 3 or more telegraphers are employed; 11 consecutive hours (including one meal hour) for exclusive agents. Meal time for telegraphers to be allowed where practicable.

(b) Overtime pay to be pro rata with a specified minimum, and special rates with specified minimum when called for any purpose outside of regular hours.

(c) Telegraphers working 10 hours or more per day with Sunday service, allowed 7 days annual vacation with pay or one-half regular pay for a similar period in lieu thereof.

(d) Specified monthly increases in salaries to telegraphers, the per cent of increase varying according to their existing rates of compensation.

**NEW YORK, NEW HAVEN & HARTFORD RAILROAD, CENTRAL NEW ENGLAND RAILWAY CO., AND BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINE-MEN.**

1917-18.

1. *Parties involved*—

- (a) New York, New Haven & Hartford Railroad.  
Central New England Railway Co.
- (b) Engineers.  
Firemen.

2. *Date arbitration hearings began*.—December 4, 1917.

3. *Date of award*.—January 5, 1918.

4. *General results*.—This arbitration involved the claims of 11 individual firemen and enginemen for overtime, extra service and changes in rates on account of special circumstances governing work performed at different times. Eight of these claims were disallowed; three were allowed.

The employees' claim for application of the engineers' schedule covering rates of pay and working conditions to certain electric lines operated by the companies above named, was allowed, with the exception of one line which the board held did not come within the schedule.

The claim of engineers and firemen on the Harlem River yard jobs for freight rates on account of relay yard work, was not allowed, nor was the claim for transfer rate for yard crews employed on certain runs.

**BALTIMORE & OHIO RAILROAD CO. AND ORDER OF RAILROAD TELEGRAPHERS.**

1917.

1. *Parties involved*—

- (a) Baltimore & Ohio Railroad Co.  
Baltimore & Ohio Southwestern Railroad Co.
- (b) Telegraphers.

2. *Date arbitration hearings began*.—December 20, 1917.

3. *Date of award*.—December 26, 1917.

4. *General results*.—(a) Aggregate increase in wages of 10 per cent over rates in effect prior to arbitration.

(b) Employees required to work on Sunday to be so advised on preceding Saturday, and to be paid for such services at regular pro rata rate, in addition to regular monthly salary. In dissenting from this part of the award, the arbitrators on the part of the railroad companies said: "This award assures them (the telegraphers) the equivalent of approximately 65 days' pay per annum in addition to their regular pay."

(c) If any employee's "trick" is split more than twice on Sunday, employees shall receive pay for the entire day. Regular hours of work on Sunday to be within regular daily established hours.

**ST. LOUIS SOUTHWESTERN RAILWAY CO. (COTTON BELT) AND BROTHERHOOD OF RAILROAD TRAINMEN.**

1918.

1. *Parties involved*—

- (a) St. Louis Southwestern Railway Co. of Texas (Cotton Belt Route).
- (b) Trainmen.

2. *Date arbitration hearings began*.—January 7, 1918.



3. *Date of award.*—January 15, 1918.

4. *General results.*—A passenger conductor in the employ of the railroad company was discharged from the service charged with "irregularities in the handling and reporting passenger fares and tickets; insubordination; issuing and sending out circular letter of inflammatory nature \* \* \* charging company officers and other employees with improper conduct and dishonest and underhand methods."

The specific question submitted to the board of arbitration for decision was the demand of the brotherhood for the reinstatement of the discharged employee with all his seniority rights and with full pay since the date of his discharge, etc.

The award refused the demand of the brotherhood on the grounds that the offenses charged "were present—the gravity of said offenses and their sufficiency for the justification of the action taken by the employing company were matters that rested with said company."

#### ST. LOUIS & SAN FRANCISCO RAILROAD AND ORDER OF RAILROAD TELEGRAPHERS.

1918.

1. *Parties involved*—

- (a) St. Louis & San Francisco Railroad.
- (b) Telegraphers.

2. *Date arbitration hearing began.*—January 15, 1918.

3. *Date of award.*—January 23, 1918.

4. *General results.*—Employees granted increase of \$4,600 and change in schedule regarding exclusive agents receiving and forwarding written messages by telephone, also establishing 11 consecutive hours, including meal hour, as a day's work; all work on a calendar Sunday to be paid pro-rata based on 26 days per month.

An agent telegrapher's position becoming an exclusive station agency position, the wages will be fixed in conformity with similar positions.

Seven days annual leave granted on full pay for all in service over 5 and under 10 years—14 days for 10 years or more.

#### SOUTHERN PACIFIC LINES (IN TEXAS AND LOUISIANA) AND BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN.

1918.

1. *Parties involved*—

- (a) Southern Pacific Lines (in Texas and Louisiana).  
Galveston, Harrisburg & San Antonio Railway Co.  
Texas & New Orleans Railroad Co.  
Morgan's Louisiana & Texas Railroad & Steamship Co.  
Louisiana & Vermillion Railroad Co.

- (b) Engineers.  
Firemen.  
Hostlers.

2. *Date arbitration hearings began.*—May 6, 1918.

3. *Date of award.*—May 23, 1918.

4. *General results.*—(a) An increase in rates of pay on certain runs and application of minimum freight rates on all mixed service; pay to be computed from time trainmen are called to duty; a day's pay awarded when trainmen are not used on a regularly assigned run; in suburban passenger service, on certain runs, overtime to begin after five hours, instead of after eight hours.

(b) Crews not to be used on division other than that to which they are regularly assigned; except in cases of undoubted emergency; certain demerits assessed against firemen, ordered removed; assignment of engineers and firemen to main line hostler positions, allowed as requested by employees; leaves of absence for employees entering the military or naval service, granted.

## NEWLANDS ACT.

### AN ACT PROVIDING FOR MEDIATION, CONCILIATION, AND ARBITRATION IN CONTROVERSIES BETWEEN CERTAIN EMPLOYERS AND THEIR EMPLOYEES.

[Act of July 15, 1913, 38 Stats., 103.]

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the provisions of this act shall apply to any common carrier or carriers and their officers, agents, and employees, except masters of vessels and seamen, as defined in section forty-six hundred and twelve, Revised Statutes of the United States, engaged in the transportation of passengers or property wholly by railroad, or partly by railroad and partly by water, for a continuous carriage or shipment from one State or Territory of the United States or the District of Columbia to any other State or Territory of the United States or the District of Columbia, or from any place in the United States to an adjacent foreign country, or from any place in the United States through a foreign country to any other place in the United States.

The term "railroad" as used in this act shall include all bridges and ferries used or operated in connection with any railroad, and also all the road in use by any corporation operating a railroad, whether owned or operated under a contract, agreement, or lease; and the term "transportation" shall include all instrumentalities of shipment or carriage.

The term "employees" as used in this act shall include all persons actually engaged in any capacity in train operation or train service of any description, and notwithstanding that the cars upon or in which they are employed may be held and operated by the carrier under lease or other contract: *Provided, however,* That this act shall not be held to apply to employees of street railroads and shall apply only to employees engaged in railroad train service. In every such case the carrier shall be responsible for the acts and defaults of such employees in the same manner and to the same extent as if said cars were owned by it and said employees directly employed by it, and any provisions to the contrary of any such lease or other contract shall be binding only as between the parties thereto and shall not affect the obligations of said carrier either to the public or to the private parties concerned.

A common carrier subject to the provisions of this act is hereinafter referred to as an "employer," and the employees of one or more of such carriers are hereinafter referred to as "employees."

SEC. 2. That whenever a controversy concerning wages, hours of labor, or conditions of employment shall arise between an employer or employers and employees subject to this act interrupting or threatening to interrupt the business of said employer or employers to the serious detriment of the public interest, either party to such controversy may apply to the Board of Mediation and Conciliation created by this act and invoke its services for the purpose of bringing about an amicable adjustment of the controversy; and upon the request of either party the said board shall with all practicable expedition put itself in communication with the parties to such controversy and shall use its best efforts, by mediation and conciliation, to bring them to an agreement; and if such efforts to bring about an amicable adjustment through mediation and conciliation shall be unsuccessful, the said board shall at once endeavor to induce the parties to submit their controversy to arbitration in accordance with the provisions of this act.

In any case in which an interruption of traffic is imminent and fraught with serious detriment to the public interest, the Board of Mediation and Conciliation may, if in its judgment such action seem desirable, proffer its services to the respective parties to the controversy.

In any case in which a controversy arises over the meaning or the application of any agreement reached through mediation under the provisions of this act either party to the said agreement may apply to the Board of Mediation and Conciliation for an expression of opinion from such board as to the meaning or application of such agreement and the said board shall upon receipt of such request give its opinion as soon as may be practicable.



SEC. 3. That whenever a controversy shall arise between an employer or employers and employees subject to this act, which can not be settled through mediation and conciliation in the manner provided in the preceding section, such controversy may be submitted to the arbitration of a board of six, or, if the parties to the controversy prefer so to stipulate, to a board of three persons, which board shall be chosen in the following manner: In the case of a board of three, the employer or employers and the employees, parties respectively to the agreement to arbitrate, shall each name one arbitrator; and the two arbitrators thus chosen shall select the third arbitrator; but in the event of their failure to name the third arbitrator within five days after their first meeting, such third arbitrator shall be named by the Board of Mediation and Conciliation. In the case of a board of six, the employer or employers and the employees, parties respectively to the agreement to arbitrate, shall each name two arbitrators, and the four arbitrators thus chosen shall, by a majority vote, select the remaining two arbitrators; but in the event of their failure to name the two arbitrators within fifteen days after their first meeting the said two arbitrators, or as many of them as have not been named, shall be named by the Board of Mediation and Conciliation.

In the event that the employees engaged in any given controversy are not members of a labor organization, such employees may select a committee which shall have the right to name the arbitrator, or the arbitrators, who are to be named by the employees as provided above in this section.

SEC. 4. That the agreement to arbitrate—

First. Shall be in writing;

Second. Shall stipulate that the arbitration is had under the provisions of this act;

Third. Shall state whether the board of arbitration is to consist of three or six members;

Fourth. Shall be signed by duly accredited representatives of the employer or employers and of the employees;

Fifth. Shall state specifically the questions to be submitted to the said board for decision;

Sixth. Shall stipulate that a majority of said board shall be competent to make a valid and binding award;

Seventh. Shall fix a period from the date of the appointment of the arbitrator or arbitrators necessary to complete the board, as provided for in the agreement, within which the said board shall commence its hearings;

Eighth. Shall fix a period from the beginning of the hearings within which the said board shall make and file its award: *Provided*, That this period shall be thirty days unless a different period be agreed to;

Ninth. Shall provide for the date from which the award shall become effective and shall fix the period during which the said award shall continue in force;

Tenth. Shall provide that the respective parties to the award will each faithfully execute the same;

Eleventh. Shall provide that the award and the papers and proceedings, including the testimony relating thereto, certified under the hands of the arbitrators, and which shall have the force and effect of a bill of exceptions, shall be filed in the clerk's office of the district court of the United States for the district wherein the controversy arises or the arbitration is entered into, and shall be final and conclusive upon the parties to the agreement unless set aside for error of law apparent on the record;

Twelfth. May also provide that any difference arising as to the meaning or the application of the provisions of an award made by a board of arbitration shall be referred back to the same board or to a subcommittee of such board for a ruling, which ruling shall have the same force and effect as the original award; and if any member of the original board is unable or unwilling to serve another arbitrator shall be named in the same manner as such original member was named.

SEC. 5. That for the purposes of this act the arbitrators herein provided for, or either of them, shall have power to administer oaths and affirmations, sign subpoenas, require the attendance and testimony of witnesses, and the production of such books, papers, contracts, agreements, and documents material to a just determination of the matters under investigation as may be ordered by the court; and may invoke the aid of the United States courts to compel witnesses to attend and testify and to produce such books, papers, contracts, agreements, and documents to the same extent and under the same conditions and penalties as is provided for in the act to regulate commerce, approved February fourth, eighteen hundred and eighty-seven, and the amendments thereto.

SEC. 6. That every agreement of arbitration under this act shall be acknowledged by the parties thereto before a notary public or a clerk of the district or the circuit court of appeals of the United States, or before a member of the board of mediation and conciliation, the members of which are hereby authorized to take such acknowl-

edgments; and when so acknowledged shall be delivered to a member of said board or transmitted to said board to be filed in its office.

When such agreement of arbitration has been filed with the said board, or one of its members, and when the said board, or a member thereof, has been furnished the names of the arbitrators chosen by the respective parties to the controversy, the board, or a member thereof, shall cause a notice in writing to be served upon the said arbitrators, notifying them of their appointment, requesting them to meet promptly to name the remaining arbitrator or arbitrators necessary to complete the board, and advising them of the period within which, as provided in the agreement of arbitration, they are empowered to name such arbitrator or arbitrators.

When the arbitrators selected by the respective parties have agreed upon the remaining arbitrator or arbitrators, they shall notify the board of mediation and conciliation; and in the event of their failure to agree upon any or upon all of the necessary arbitrators within the period fixed by this act they shall, at the expiration of such period, notify the board of mediation and conciliation of the arbitrators selected, if any, or of their failure to make or to complete such selection.

If the parties to an arbitration desire the reconvening of a board to pass upon any controversy arising over the meaning or application of an award, they shall jointly so notify the board of mediation and conciliation, and shall state in such written notice the question or questions to be submitted to such reconvened board. The board of mediation and conciliation shall thereupon promptly communicate with the members of the board of arbitration or a subcommittee of such board appointed for such purpose pursuant to the provisions of the agreement of arbitration, and arrange for the reconvening of said board or subcommittee, and shall notify the respective parties to the controversy of the time and place at which the board will meet for hearings upon the matters in controversy to be submitted to it.

SEC. 7. That the board of arbitration shall organize and select its own chairman and make all necessary rules for conducting its hearings; but in its award or awards the said board shall confine itself to findings or recommendations as to the questions specifically submitted to it or matters directly bearing thereon. All testimony before said board shall be given under oath or affirmation, and any member of the board of arbitration shall have the power to administer oaths or affirmations. It may employ such assistants as may be necessary in carrying on its work. It shall, whenever practicable, be supplied with suitable quarters in any Federal building located at its place of meeting or at any place where the board may adjourn for its deliberations. The board of arbitration shall furnish a certified copy of its awards to the respective parties to the controversy, and shall transmit the original, together with the papers and proceedings and a transcript of the testimony taken at the hearings, certified under the hands of the arbitrators, to the clerk of the district court of the United States for the district wherein the controversy arose or the arbitration is entered into, to be filed in said clerk's office as provided in paragraph eleven of section four of this act. And said board shall also furnish a certified copy of its award, and the papers and proceedings, including the testimony relating thereto, to the board of mediation and conciliation, to be filed in its office.

The United States Commerce Court, the Interstate Commerce Commission, and the Bureau of Labor Statistics are hereby authorized to turn over to the board of mediation and conciliation upon its request any papers and documents heretofore filed with them and bearing upon mediation or arbitration proceedings held under the provisions of the act approved June first, eighteen hundred and ninety-eight, providing for mediation and arbitration.

SEC. 8. That the award, being filed in the clerk's office of a district court of the United States as hereinbefore provided, shall go into practical operation, and judgment shall be entered thereon accordingly at the expiration of ten days from such filing, unless within such ten days either party shall file exceptions thereto for matter of law apparent upon the record, in which case said award shall go into practical operation, and judgment be entered accordingly, when such exceptions shall have been finally disposed of either by said district court or on appeal therefrom.

At the expiration of ten days from the decision of the district court upon exceptions taken to said award as aforesaid judgment shall be entered in accordance with said decision, unless during said ten days either party shall appeal therefrom to the circuit court of appeals. In such case only such portion of the record shall be transmitted to the appellate court as is necessary to the proper understanding and consideration of the questions of law presented by said exceptions and to be decided.

The determination of said circuit court of appeals upon said questions shall be final, and, being certified by the clerk thereof to said district court, judgment pursuant thereto shall thereupon be entered by said district court.

If exceptions to an award are finally sustained, judgment shall be entered setting aside the award in whole or in part; but in such case the parties may agree upon a judgment to be entered disposing of the subject matter of the controversy, which judgment when entered shall have the same force and effect as judgment entered upon an award.

Nothing in this act contained shall be construed to require an employee to render personal service without his consent, and no injunction or other legal process shall be issued which shall compel the performance by any employee against his will of a contract for personal labor or service.

SEC. 9. That whenever receivers appointed by a Federal court are in the possession and control of the business of employers covered by this act the employees of such employers shall have the right to be heard through their representatives in such court upon all questions affecting the terms and conditions of their employment; and no reduction of wages shall be made by such receivers without the authority of the court therefor, after notice to such employees, said notice to be given not less than twenty days before the hearing upon the receivers' petition or application, and to be posted upon all customary bulletin boards along or upon the railway or in the customary places on the premises of other employers covered by this act.

SEC. 10. That each member of the board of arbitration created under the provisions of this act shall receive such compensation as may be fixed by the Board of Mediation and Conciliation, together with his traveling and other necessary expenses. The sum of \$25,000, or so much thereof as may be necessary, is hereby appropriated, to be immediately available and to continue available until the close of the fiscal year ending June thirtieth, nineteen hundred and fourteen, for the necessary and proper expenses incurred in connection with any arbitration or with the carrying on of the work of mediation and conciliation, including per diem, traveling, and other necessary expenses of members or employees of boards of arbitration and rent in the District of Columbia, furniture, office fixtures and supplies, books, salaries, traveling expenses, and other necessary expenses of members or employees of the Board of Mediation and Conciliation, to be approved by the chairman of said board and audited by the proper accounting officers of the Treasury.

SEC. 11. There shall be a Commissioner of Mediation and Conciliation, who shall be appointed by the President, by and with the advice and consent of the Senate, and whose salary shall be \$7,500 per annum, who shall hold his office for a term of seven years and until a successor qualifies, and who shall be removable by the President only for misconduct in office. The President shall also designate not more than two other officials of the Government who have been appointed by and with the advice and consent of the Senate, and the officials thus designated, together with the Commissioner of Mediation and Conciliation, shall constitute a board to be known as the United States Board of Mediation and Conciliation.

There shall also be an Assistant Commissioner of Mediation and Conciliation, who shall be appointed by the President, by and with the advice and consent of the Senate, and whose salary shall be \$5,000 per annum. In the absence of the Commissioner of Mediation and Conciliation, or when that office shall become vacant, the assistant commissioner shall exercise the functions and perform the duties of that office. Under the direction of the Commissioner of Mediation and Conciliation, the assistant commissioner shall assist in the work of mediation and conciliation and when acting alone in any case he shall have the right to take acknowledgments, receive agreements of arbitration, and cause the notices in writing to be served upon the arbitrators chosen by the respective parties to the controversy, as provided for in section five of this act.

The act of June first, eighteen hundred and ninety-eight, relating to the mediation and arbitration of controversies between railway companies, and certain classes of their employees is hereby repealed: *Provided*, That any agreement of arbitration which, at the time of the passage of this act, shall have been executed in accordance with the provisions of said act of June first, eighteen hundred and ninety-eight, shall be governed by the provisions of said act of June first, eighteen hundred and ninety-eight, and the proceedings thereunder shall be conducted in accordance with the provisions of said act.

Approved, July 15, 1913.

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## APPENDIX

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TABLE III.—Cases of mediation and arbitration under the Erdman Act, June 1, 1898, to July 15, 1913.

Case No.	Application.		Railroads involved.		Employees involved.		Place of mediation conferences.	Settled by—	Date mediation agreement reached.
	Date received.	Made by—	Name.	Approximate mileage.	Class.	Represented by—			
1	June 23, 1899	Employees.	Pennsylvania (lines west of Pittsburgh). Allegheny Valley. Pittsburgh & Western. Pittsburgh & Lake Erie. Union. Monongahela Connecting. Laughlin Iron Co.	( )	Switchmen.	B. R. T.	( )	( )	( )
2	Dec. 22, 1906	Company.	Southern Pacific (Atlantic System).	2,350	Firemen and engineers.	B. L. F. E.	Houston, Tex. Chicago, Ill.	Mediation and arbitration.	1907. 7 Jan. 7
3	Feb. 19, 1907	Jointly.	Southern Pacific (Pacific System). Atchison, Topeka & Santa Fe. Archuleta. Canadian Northern. Canadian Pacific (west of Fort William). Chicago & Alton. Chicago & Northwestern. Chicago, Burlington & Quincy. Chicago, Great Western. Chicago, Milwaukee & St. Paul. Chicago, St. Paul, Minneapolis & Omaha. Colorado & Southern. North, Alsbate & Northern. Rock Island & Northwestern System. Fort Worth & Denver City.	5,800	Telegraphers.	O. R. T.	( )	Arbitration.	( )

Abbreviations:

Brotherhood of Locomotive Engineers.

Brotherhood of Locomotive Firemen and Engineers.

Order of Railway Conductors.

B. L. E.

B. L. F. E.

O. R. C.

Abbreviations:

Order of Railroad Trainmen.

Switchmen's Union of North America.

B. R. T.

O. R. T.

S. U. N. A.

4	Mar. 23	Company.	Great Northern. Great Colorado & Santa Fe. Houston, Texas & Western. Houston & Texas Central. Illinois Central. International & Great Northern. Kansas City Southern. Missouri Pacific. Missouri, Kansas & Texas. Minneapolis, St. Paul & Sault Ste. Marie. Northern Pacific. Oregon R. R. & Navigation Co. Oregon Short Line. Rock Island. St. Louis & San Francisco. St. Louis Southwestern. San Antonio & Aransas Pass. San Pedro, Los Angeles & Salt Lake. Southern Pacific (Atlantic System). Southern Pacific (Pacific System). Texas & Pacific. Union Pacific. Wisconsin Central. Yazoo & Mississippi Valley.	101,500	Conductors. Trainmen.	42,500	(O. R. C.) (B. R. T.)	Mar. 30	Chicago, Ill.	Mediation.	Apr. 4
5	Apr. 24	Company.	Denver & Rio Grande.	2,550	Conductors. Trainmen.	1,200	(O. R. C.) (B. R. T.)	May 5	Denver, Colo.	Mediation.	May 17
6	Aug. 3	Company.	Colorado & Southern.	1,100	Trainmen.	200	B. R. T.	( )	( )	( )	( )
7	Sept. 17	Company.	Missouri Pacific.	6,350	Engineers.	1,150	B. L. E.	Sept. 20	St. Louis, Mo.	Mediation.	Oct. 1

Not reported.

Mediation declined by the companies.

The Brotherhood of Locomotive Firemen and Engineers, while primarily an organization of firemen, also includes in its membership hostlers and a considerable number of engineers.

There was no mediation proceedings in this case, as the parties to the controversy agreed upon an arbitration under the provisions of the act without attempting mediation.

For further particulars see Table IV.

In this case a strike of switchmen in the yards of the Colorado &amp; Southern Ry. Co. occurred in the first place. The switchmen involved were members of the Brotherhood of Railroad Trainmen, and two weeks after the strike had begun the trainmen were called out in support of the switchmen. When the strike of the trainmen had been ordered the company applied for the mediation of the case so far as it concerned the trainmen. Before a reply had been received the trainmen agreed to an arbitration outside of the provisions of the Erdman Act.



TABLE III.—Cases of mediation and arbitration under the Erdman Act, June 1, 1898, to July 15, 1913—Continued.

Case No.	Application.		Railroads involved.		Employees involved.			Date mediation conference began.	Place of mediation conference.	Settled by—	Date mediation agreement was reached.
	Date received.	Made by—	Name.	Approximate mileage.	Class.	Approximate number, min. mm.	Represented by—				
8	1907. Nov. 20	Company.....	Missouri Pacific.....	6,350	Firemen and engineers. Firemen and engineers. Conductors. Trainmen. Switchmen. Telegraphers.	1,300 5,350	(B. L. F. E.) (B. L. F. E.) (O. R. C.) (B. L. F. E.) (O. R. T.)	1906. Nov. 26	St. Louis, Mo.....	Mediation.....	1907. Nov. 27
9	1908. Feb. 25	Company.....	Southern.....	7,000	Machinists. Blacksmiths. Boiler makers. Carmen, sheet metal workers. Maintenance of way employees.	(1)	(1)	1908. Mar. 10	Washington, D. C.....	Mediation.....	1908. Apr. 1
10	Feb. 27	Employees.....	Atlanta & West Point. Atlantic Coast Line. Georgia. Louisville & Nashville. Mobile & Ohio. New York, Chattanooga & St. Louis. Western Ry. of Alabama.	11,500	Engineers.....	2,350	B. L. E.....	(1)	(1)	(1)	(1)
11	Mar. 2	Employees.....	Alabama Great Southern. Cincinnati, New Orleans & Texas Pacific. Georgia Southern & Florida.	1,050	Engineers.....	300	B. L. E.....	(1)	(1)	(1)	(1)
12	Mar. 14	Employees.....	Chicago Great Western.....	1,350	Engineers. Firemen and engineers. Conductors. Trainmen. Switchmen.	1,500	(B. L. E.) (B. L. F. E.) (O. R. C.) (B. L. F. E.) (B. L. T.) (B. L. N. A.)	(1)	(1)	(1)	(1)

13	July 9	Jointly.....	Chicago, Rock Island & Pacific.....	8,000	Telegraphers.....	1,300	O. R. T.....	July 29 Aug. 12	Chicago, Ill..... Washington, D. C.....	Mediation.....	Aug. 15
14	Nov. 19	Jointly.....	Missouri, Kansas & Texas.....	3,050	Engineers. Firemen and engineers. Conductors. Trainmen. Switchmen.	3,300	(B. L. E.) (B. L. F. E.) (O. R. C.) (B. L. F. E.) (B. L. T.)	Dec. 17	Washington, D. C.....	Mediation.....	1909. Jan. 1
15	Nov. 23	Employees.....	Pennsylvania (lines west of Pittsburgh).	2,900	Engineers.....	2,150	B. L. E.....	Nov. 30	Washington, D. C.....	Mediation.....	1908. Dec. 4
16	Feb. 19	Employees.....	Pennsylvania (lines east of Pittsburgh).	5,300	Telegraphers.....	3,000	O. R. T.....	(1)	(1)	(1)	(1)
17	Feb. 26	Employees.....	El Paso & Southwestern.....	900	Telegraphers.....	150	O. R. T.....	(1)	(1)	(1)	(1)
18	Mar. 1	Employees.....	Pennsylvania (lines east and west)	8,200	Firemen and engineers.....	7,300	B. L. F. E.....	(1)	(1)	(1)	(1)
19	Mar. 12	Company.....	Texas & Pacific.....	1,900	Engineers.....	300	B. L. E.....	(1)	(1)	(1)	(1)
20	May 22	Company.....	Georgia.....	300	Firemen and engineers.....	80	B. L. F. E.....	1909. May 23	Atlanta, Ga.....	Mediation and arbitration.	1909. May 29

<sup>1</sup> The Brotherhood of Locomotive Firemen and Engineers, while primarily an organization of firemen, also includes in its membership hostlers and a considerable number of engineers.

<sup>2</sup> This was an exceptional case, and the presence of the representative of the shompen in the negotiations grew out of the fact that the craft enumerated had in this particular instance joined forces to resist a reduction of wages which threatened them all alike.

<sup>3</sup> The application for mediation was made and mediation proceedings were deferred by agreement pending the settlement of the controversy in case 9.

<sup>4</sup> The application for mediation in the Chicago Great Western case, signed jointly by the representatives of the firemen, conductors, trainmen, and switchmen, was received during the mediation proceedings in the case of the Southern Ry. The mediators wired the receivers asking that the matters be left open for the convenience of the men.

<sup>5</sup> The controversy had arisen over a new schedule which the receiver proposed to put into effect in place of the existing schedule, some of which changes the men considered would work a reduction in their earnings. Following the settlement of the Southern Ry. case, the mediators wired the receivers asking that the matters be left open for the convenience of the men.

<sup>6</sup> The conditions presented by the proposed schedule were actually begun, but the representatives of the employees, thus disposing of the road, maintained that no condition had arisen threatening an interruption of traffic and that the conditions presented by the proposed schedule were not a matter of fact.

<sup>7</sup> In this case the stage contemplated by the application for mediation, and the manager of the road replied that there was no strike threatened on the road and therefore no occasion for invoking the provisions of the Federal Act. The mediators wired the representatives of the men of the reply made by the company and no further action was taken.

<sup>8</sup> Upon receipt of the application, the matter was taken up by telegraphic correspondence with the representatives of the employees involved. This correspondence developed that the parties to the controversy had not exhausted their own efforts to reach a settlement, and the mediators recommended that the two parties resume negotiations and make a further effort to reach an agreement. This course was adopted, and the case was not again brought to the attention of the mediators.



TABLE III.—Cases of mediation and arbitration under the Erdman act, June 1, 1898, to July 15, 1913—Continued.

Case No.	Application.		Railroads involved.		Employees involved.			Place of mediation conferences.	Settled by—	Date mediation agreement reached.
	Date received.	Made by—	Name.	Approximate mileage.	Class.	Approximate number.	Represented by—			
21	1909. July 15	Employees.	(Huntington & Broad Top Mountain R. R. & Coal Co.)	70	Engineers. Firemen and engineers. Conductors. (Trainmen.)	93	(B. L. E. E. O. R. C. B. R. T.)	(1)	(1)	1909. (1)
22	Sept. 15	Employees.	El Paso & Southwestern. (Chicago, Burlington & Quincy Chicago, Milwaukee & St. Paul. Chicago, St. Paul, Minneapolis & Omaha. Chicago, Rock Island & Pacific. Chicago & North Western. Great Northern. Minneapolis, St. Paul & Sault Ste. Marie. Minneapolis & St. Louis. Minneapolis Ry. Transfer Co. Missouri Pacific. Northern Pacific. St. Paul Bridge & Terminal Ry. St. Paul Union Depot Co.)	900	Trainmen.	160	B. R. T.	Sept. 22	Mediation.	Sept. 25
23	Nov. 24	Jointly.	Chicago & North Western. (Chicago, Burlington & Quincy Chicago, Milwaukee & St. Paul. Chicago, St. Paul, Minneapolis & Omaha. Chicago, Rock Island & Pacific. Chicago & North Western. Great Northern. Minneapolis, St. Paul & Sault Ste. Marie. Minneapolis & St. Louis. Minneapolis Ry. Transfer Co. Missouri Pacific. Northern Pacific. St. Paul Bridge & Terminal Ry. St. Paul Union Depot Co.)	13,000	Switchmen.	2,000	S. U. N. A.	Nov. 29	(4)	(4)
24	Dec. 8	Jointly.	Illinois Central. (Indianapolis Southern. Yazoo & Mississippi Valley Chicago & Eastern Illinois (Chicago smelting district). Chicago Great Western System (except St. Paul & Minneapolis). Chicago, Rock Island & Pacific. Chicago Terminal Transfer. Lake Shore & Michigan Southern (specified yards). Michigan Central (west of Detroit River). Pere Marquette. Wabash. Western Central (Chicago switching district).)	6,150	Telegraphers.	1,400	O. R. T.	Dec. 13	(Mediation and arbitration.)	Dec. 17
25	1910. Jan. 6	Jointly.	Chicago & North Western. (Chicago, Burlington & Quincy Chicago, Milwaukee & St. Paul. Chicago, St. Paul, Minneapolis & Omaha. Chicago, Rock Island & Pacific. Chicago & North Western. Great Northern. Minneapolis, St. Paul & Sault Ste. Marie. Minneapolis & St. Louis. Minneapolis Ry. Transfer Co. Missouri Pacific. Northern Pacific. St. Paul Bridge & Terminal Ry. St. Paul Union Depot Co.)	14,450	Switchmen.	3,100	S. U. N. A.	1910. Jan. 12	(Mediation and arbitration.)	1910. Jan. 19

26	Jan. 8	Jointly.	Cleveland, Cincinnati, Chicago & St. Louis.	2,300	Telegraphers.	1,030	O. R. T.	Jan. 24	Cincinnati, Ohio.	Mediation and arbitration.	Jan. 29
27	Jan. 22	Jointly.	Baltimore & Ohio Southwestern.	900	Telegraphers.	400	O. R. T.	Jan. 27	Cincinnati, Ohio.	Mediation and arbitration.	Feb. 17
28	Mar. 3	Company.	Baltimore & Ohio.	4,400	Conductors. Trainmen. (Switchmen.)	6,400	(O. R. C. B. R. T.)	Mar. 4	Baltimore, Md.	Mediation.	Mar. 11
29	Mar. 15	Companies.	Atchafalaya, Topeka & Santa Fe. Atchafalaya, Topeka & Santa Fe (coast lines). Canadian Northern. Chicago & North Western. Chicago & Alton. Chicago, Burlington & Quincy. Chicago Great Western. Chicago Junction. Chicago, Milwaukee & St. Paul. Chicago, Rock Island & Pacific. Chicago, St. Paul, Minneapolis & Omaha. Chicago Terminal Transfer Co. Chicago & Western Indiana R. R. Chicago & Southern. Colorado & Southern. Denver & Rock Island & North Western. Duluth, South Shore & Atlantic. El Paso & Southwestern. Eastern Ry. of New Mexico. Southern Kansas Ry. of Texas. Rock Island & Pacific. Great Northern & Denver City. Gulf, Colorado & Santa Fe. Houston, East & West Texas. Houston & Texas Central. Illinois Central. Indianapolis Southern. Kansas City Southern. Kansas City Southern & Orient. Missouri. Missouri Pacific.	110,000	(Firemen and engineers.)	26,000	B. L. F. E.	Mar. 17	Chicago, Ill.	(Mediation and arbitration.)	Mar. 23

In this case the application for mediation was made after a strike had actually been inaugurated, and the road involved declined to accept the offer of mediation. In this case mediation proceedings were actually begun, but it developed that a strike order had already been issued, and the employees were to become effectual on the following day. As the representatives of the employees were unwilling either to postpone the time fixed for the inauguration of the strike or to consider arbitration to the employees' disadvantage, and to their organization. The Brotherhood of Locomotive Firemen and Engineers, while primarily an organization of firemen, also includes in its membership hostlers and a considerable number of engineers.

TABLE III.—Cases of mediation and arbitration under the Erdman Act, June 1, 1898, to July 15, 1913—Continued.

Application.		Railroads involved.			Employees involved.			Place of mediation conferences.	Settled by—	Date mediation agreement was reached.	
Case No.	Date received.	Made by—	Name.	Approximate mileage.	Class.	Approximate number.	Represented by—				
29	1910. Mar. 15	Companies.....	Minneapolis, St. Paul & Sault Ste. Marie. Minnesota Transfer..... Mineral Range..... Northern Pacific..... Oregon R. R. & Navigation Co. Oregon Short Line..... Peoria & Pekin Union..... Quincy, Omaha & Kansas City San Pedro, Los Angeles & Salt St. Joseph & Grand Island St. Joseph Terminal..... St. Louis & San Francisco. St. Louis, Brownsville & Mexico Southern Pacific (Pacific System) Southern Pacific (Atlantic System) San Antonio & Aransas Pass. Spokane, Portland & Seattle. Texas & Pacific..... Trinity & Brazos Valley. Union Pacific..... Wacita Valley..... Southern.....	110,000	Firemen and enginemen. <sup>1</sup>	26,000	B. L. F. E.....	1910. Mar. 17	Chicago, Ill.....	Mediation and arbitration.	1910. Mar. 23
30	Apr. 6	Company.....	Southern.....	7,000	Telegraphers..	1,650	O. R. T.....	Apr. 7	Washington, D. C.	Mediation and arbitration.	Apr. 15
31	Apr. 23	Jointly.....	Southern Pacific (Atlantic System).	2,350	Telegraphers..	300	O. R. T.....	May 27	Houston, Tex.	Mediation.....	July 15
32	Apr. 25	Jointly.....	Seaboard Air Line.....	3,000	Telegraphers..	600	O. R. T.....	May 5	Washington, D. C.	(*)	(*)
33	May 31	Jointly.....	Missouri Pacific.....	7,200	Telegraphers..	1,050	O. R. T.....	(*)	(*)	Arbitration.....	(*)
34	June 16	Employees.....	Gulf & Ship Island.	300	Telegraphers..	50	O. R. T.....	(*)	(*)	(*)	(*)

1 The Brotherhood of Locomotive Firemen and Enginemen, while primarily an organization of firemen, also includes in its membership hostlers and a considerable number of engineers.

2 Beaumont, Sour Lake & Western.

3 It will be noted that two other applications involving the telegraphers had been received during the preceding three weeks, and it was not possible to take up the larger strike until May 3. Mediation developed that the matters at issue between the telegraphers and the Seaboard Air Line were identical with those between the Southern Railway and its telegraphers. Differences were postponed in the Seaboard Air Line case until an award was handed down to the questions in the controversy between the Southern Railway and its telegraphers, which had been referred to arbitration. After such arbitration award had been handed down, the mediators suggested that inasmuch as was done and an amicable adjustment was reached.

4 There were no media proceedings in this case, as the parties to the controversy agreed upon an arbitration under the provisions of the act without attempting mediation. For further particulars, see the case of the Southern Railway and its telegraphers.

5 In this case the application for mediation was made after a strike had actually been inaugurated, and the road involved declined to accept the offer of mediation involving the entire Grand Trunk system.

6 Mediation was made on the day on which the strike actually occurred. The strike on the application for mediation made by the road. As the application was made on the day on which the strike actually occurred, the employees were unwilling to separate the case and postpone the inauguration of the strike on the Central Vermont.

7 As the larger part of the system involved was in threatened strike, the employees were unwilling to separate the case and postpone the inauguration of the strike on the Central Vermont.

8 In this instance the road replied to the offer of mediation that there was no danger of any serious interruption of service, and that the case had been amicably adjusted.

9 Employees wired that the case had been amicably adjusted.

TABLE III.—Cases of mediation and arbitration under the Erdman Act, June 1, 1898, to July 15, 1913.—Continued.

Case No.	Application.		Railroads involved.	Employees involved.		Date mediation conferences began.	Place of mediation conferences.	Settled by—	Date mediation agreement was reached.		
	Date received.	Made by—		Approximate mileage.	Class.					Approximate number.	Represented by—
40	1910, Dec. 15	Company.....	Canadian Northern..... Chicago & Alton..... Chicago & Northwestern..... Chicago & Western Indiana..... Belt Ry of Chicago..... Chicago, Burlington & Quincy..... Chicago Great Western..... Chicago Junction..... Chicago, Milwaukee & Puget Sound..... Chicago, Milwaukee & St. Paul..... Chicago, St. Paul, Minneapolis & Omaha..... Colorado & Southern..... Duluth, South Shore & Atlantic..... El Paso & Southwestern..... Fort Worth & Denver City..... Galveston, Harrisburg & San Antonio..... Great Northern..... Houston & Shreveport..... Houston & Texas Central..... Houston East & West Texas..... Indiana Central..... Indianapolis & Eastern..... International & Great Northern..... Kansas City Southern..... Kansas City Terminal..... Louisiana Western..... Missouri Pacific..... Minneapolis, St. Paul & Sault Ste. Marie..... Minnesota Transfer Co..... Missouri, Kansas & Texas..... Missouri Pacific..... New Orleans & Texas..... New Orleans, Texas & Mexico..... Northern Pacific..... Oregon & Washington..... Oregon Short Line.....	115,000	Engineers.....	24,600	B. L. E.....	1910, Dec. 17	Chicago, Ill.....	Mediation.....	1910, Dec. 24

41	1911. Apr. 4	Company	Quincy, Omaha & Kansas City Rock Island St. Joseph & Grand Island St. Joseph & Terminal St. Louis & San Francisco St. Louis, Brownsville & Mexico St. Louis Southwestern St. Louis Antonio & Arkansas Pass San Antonio & Arkansas Pass San Pedro, Los Angeles & Salt Lake Santa Fe, Prescott & Phoenix Southern Pacific Co. Spokane, Portland & Seattle Tacoma Eastern Texas & New Orleans Texas & Pacific Trinity & Brazos Valley Union Pacific Wichita Valley Yazoo & Mississippi Valley	2,600	Engineers.....	570	B. L. E.....	1911. Apr. 10	Denver, Colo.....	Mediation.....	1911. Apr. 23
42	Apr. 9	Company	Cincinnati, New Orleans & Texas Pacific.	340	Firemen and engineers.	300	B. L. F. E.....	(1)	Washington, D. C.	Mediation.....	Apr. 25
43	Apr. 1	Jointly	Coal & Coke.....	200	Engineers, firemen, and engineers. Conductors. Trainmen.....	105	B. L. E..... B. L. F. E..... O. R. T..... B. R. T.....	(2)	(1)	Arbitration.....	(2)
44	May 27	Company	Southern.....	7,000	Firemen and engineers.	1,800	B. L. F. E.....	May 29	Washington, D. C.	Mediation.....	June 10
45	Oct. 22	Jointly	Baltimore & Ohio.....	4,400	Telegraphers.....	1,950	O. R. T.....	Oct. 24 Oct. 26	Baltimore Washington, D. C.	Mediation.....	Nov. 7
46	Nov. 11	Employees.....	Montpelier & Wells River Barre.....	70	Firemen and engineers. Conductors. Trainmen.....	38	B. L. F. E..... O. R. T..... B. R. T.....	(1)	(1)	(1)	(2)
47	Nov. 22	Company	New Orleans & Northeastern Vicksburg, Shreveport & Pacific.	500	Engineers.....	160	B. L. E.....	Nov. 27	New Orleans, La.	Mediation.....	Dec. 7

<sup>1</sup> When this application for mediation was received one of the mediators was in Denver and the other in New York on other duties and unable to leave them. Preliminary negotiations were carried on by telegraph. Several conferences were held in New York and Denver between the two mediators and the employees and the management. The application and the settlement of the controversy agreed upon an arbitration under the provisions of the act without attempting mediation. For further particulars see Table IV.

<sup>2</sup> In this case the manager of the road replied that he did not consider the situation serious and believed the differences could be adjusted by further negotiations with the representatives of the employees. The representatives of the employees were so notified, and the matter was settled through further direct negotiations.

TABLE III.—Cases of mediation and arbitration under the Erdman Act, June 1, 1898, to July 15, 1913—Continued.

Case No.	Application.		Railroads involved.		Employees involved.			Place of mediation conferences.	Settled by—	Date mediation agreement was reached.
	Date received.	Made by—	Name.	Approximate mileage.	Class.	Approximate trade number.	Represented by—			
48	1911. Dec. 28	Jointly	Chesapeake & Ohio	2,220	Telegraphers	630	O. R. T.	Washington, D. C.	Mediation	1912. Jan. 1
49	1912. Feb. 26	Employees.	Mississippi Central		Engineers	14	B. L. E.			(1)
			Baltimore & Ohio <sup>2</sup>	4,546.33						
			Bessemer & Lake Erie	245.67						
			Boston & Albany <sup>3</sup>	203.67						
			Boston & Maine	2,251.69						
			Buffalo, Rochester & Pittsburgh	572.76						
			Buffalo, Rochester & Tonawanda	1,000.00						
			Central of New England	276.93						
			Chicago, Indianapolis & Louisville.	616.60						
			Chicago, Terre Haute & South-eastern.	358.62						
			Chicago, Indiana & Southern	335.84						
			Cincinnati Northern	238.67						
			Cincinnati, Hamilton & Dayton	1,014.60						
			Cleveland, Cincinnati, Chicago & St. Louis.	2,012.71						
			Coal & Coke	197.30						
			Delaware & Hudson	853.61						
			Delaware, Lackawanna & Western	953.43						
			Detroit, Toledo & Ironton	441.29						
			Dunkirk, Allegheny Valley & Pittsburgh.	90.51						
			Erie	1,987.84						
			Grand Rapids & Indiana	577.73						
			Hocking Valley	313.80						
			Indiana Harbor & Chicago	333.96						
			Indianapolis Union <sup>4</sup>	62.43						
			Kanawha & Michigan	176.60						
			Lake Erie & Western	905.61						
			Lake Erie, Alliance & Wheeling <sup>5</sup>	1,572.49						
			Lake Shore & Michigan Southern	1,398.87						
			Lehigh Valley	1,398.87						
			Long Beach	1,398.87						
			Maine Central	1,398.27						
50	Apr. 22	Service prof- ferred.			Engineers	31,000	B. L. E.	New York, N. Y.	Arbitration	Apr. —

Line	Company	Sept. 11	Sept. 12	Sept. 13	Sept. 14	Sept. 15
51	Roads	51	52	53	54	55
52	Employees	52	53	54	55	56
53	Roads	53	54	55	56	57

(Washington southern.....)	35.57)
Mediation declined by road.	
Operations include Baltimore & Ohio Southwestern.	
Operations included in New York Central & Hudson River	
<ul style="list-style-type: none"> <li>• Switching and terminal operations.</li> <li>• Operations included in Lake Shore &amp; Michigan Southern.</li> </ul>	



TABLE III.—Cases of mediation and arbitration under the Erdman Act, June 1, 1898, to July 15, 1913—Continued.

Case No.	Application.		Railroads involved.		Employees involved.			Place of mediation conferences.	Settled by—	Date mediation conference began.	Date mediation conference ended.
	Date received.	Made by—	Name.	Approximate mileage.	Class.	Approximate number.	Represented by—				
54	1912. Sept. 30	Road	Georgia	307.00	Conductors... Baggagemen...	374	O. R. C. B. R. T.	Augusta, Ga.	Mediation and arbitration.	1912. Oct. 4	1912. Oct. 12
55	Nov. 19	Road	Sunset Central Lines	9,828.33	Conductors... Trainmen...	1,306	O. R. C. B. R. T.	Houston, Tex.	Mediation.	Nov. 22	Dec. 16
56	1913. Jan. 14	Employees	Baugor & Aroostook	630.52	Engineers... Firemen...	148	B. L. F. E.				(1)
57	Jan. 15	Road	Texas & Pacific	1,884.05	Hostlers... Switch engi- neers.	650	B. L. F. E.	Dallas, Tex.	Mediation.	1913. Jan. 20	1913. Jan. —
58	Jan. 22	Employees	Norfolk Southern	509.11	Conductors... Trainmen...	198	O. R. C. B. R. T.	Norfolk, Va.	Mediation.	Jan. —	Feb. 2
59	Feb. 3	Jointly	Southern	7,035.61	Telegraphers.	2,024	O. R. T.	Washington, D. C.	Mediation.	Feb. —	Feb. 11
			Baltimore & Ohio. Baltimore & Annapolis. Baltimore & Eastern. Boston & Maine. Buffalo, Rochester & Pittsburgh. Central New England. Central Railroad of New Jersey. Chicago, Indianapolis & Southern. Chicago, Terre Haute & South- eastern. Cincinnati, Hamilton & Dayton. Cincinnati, Lebanon & Northern. Cincinnati Northern. Cleveland, Cincinnati, Chicago & St. Louis.	4,456.33 233.67 2,251.69 572.76 276.83 328.77 328.84 338.62 1,014.60 45.66 244.67 2,012.71							

60	Jan. 9	Employees	Dayton & Union. Delaware & Hudson. Delaware, Lackawanna & Western. Detroit, Toledo & Western. Detroit, Toledo & Western. Dumfries, Allegany Valley & Pittsburgh. Erie. Grand Rapids & Indiana. Hocking Valley. Indiana Harbor Belt. Indiana Harbor Belt. Kansas City & Southern. Kansas City & Southern. Lake Erie, Alliance & Wheeling. Lake Erie & Western. Lake Erie & Western. Lough Valley. Long Point. Michigan Central. Monongahela. New Jersey & New York. New York Central & Hudson River. New York, Chicago & St. Louis. New York, New Haven & Har- ford. New York, Philadelphia & Norfolk New York, Susquehanna & Western. Pennsylvania (lines east). Pennsylvania (lines west). Philadelphia & Reading. Rutland. Toledo & Ohio Central. Toledo, Peoria & Western. Toledo, St. Louis & Western. Vandalia. Western Maryland. West Side Belt. Wheeling & Lake Erie. Wilkes-Barre & Eastern. Zanesville & Western.	47.00 853.61 993.43 491.26 491.26 90.51 1,987.84 577.73 351.50 351.50 62.43 178.60 905.61 1,872.49 1,450.97 1,205.27 1,819.15 66.95 47.76 3,739.59 564.56 2,092.49 112.00 4,031.66 1,750.93 1,020.38 468.11 442.55 247.70 430.95 381.11 543.00 22.46 459.20 92.36 89.70	Fremen	31,000	B. L. F. E.	Jan. 10	New York, N. Y.	Arbitration.
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<sup>1</sup> Mediation declined by road.  
<sup>2</sup> Operations included in New York Central & Hudson River.

<sup>3</sup> Operations included in Lake Shore & Michigan Southern.  
<sup>4</sup> Switching and terminal operations.

TABLE III.—Cases of mediation and arbitration under the Erdman Act, June 1, 1898, to July 15, 1913—Continued.

Case No.	Application.		Railroads involved.		Employees involved.			Place of mediation conferences.	Settled by—	Date mediation conference began.	Date mediation conference ended.
	Date received.	Made by—	Name.	Approximate mileage.	Class.	Approximate number.	Represented by—				
61	1913. Mar. 21	Jointly.	Atchison, Topeka & Santa Fe.....	8,218.27	Switchmen.....	2,779	B. R. T.....	Chicago, Ill.....	Mediation.....	1913. Mar. 23	1913. 16 Apr.
			Baltimore & Ohio.....	4,456.33							
			Chicago & Alton.....	1,025.72							
			Chicago & Western Indiana.....	134.43							
			Chicago & North Western.....	7,774.14							
			Chicago, Burlington & Quincy.....	9,159.51							
			Chicago Junction.....	152.51							
			Chicago, Milwaukee & St. Paul.....	8,572.40							
			Chicago, Indianapolis & Louisville.....	616.60							
			Eric.....	1,987.84							
			Illinois Central.....	4,383.70							
			Lake Shore & Michigan Southern.....	1,872.49							
			New York, Chicago & St. Louis.....	1,564.56							
			Pittsburgh, Cincinnati, Chicago & St. Louis.....	1,472.14							
			St. Louis, Chicago & Fort Wayne & Chicago.....	282.42							
			Wabash.....	2,514.60							

1 Switching and terminal operations.

2 Operations included in Pennsylvania Lines.

TABLE IV.—Arbitrations under the Erdman Act, June 1, 1898, to July 15, 1913.

Case No.	Parties to arbitration.		Date of reference to arbitrator.	Arbitrators.				Hearings by board of arbitration.		Date of award.
	Railroad company.	Employees.		Name.	Occupation.	Chosen by—	Date chosen.	Date of hearing.	Place.	
2	Southern Pacific (Atlantic System).	Firemen and engineers. <sup>1</sup>	1907. Jan. 7	W. E. Green.....	Gen. supt. St. Louis S. W. Ry. of Texas.	Employers.....	Jan. 7	1907.		1907.
				J. R. Norton.....	Employees.....	Chmn. I. C. C. and Conf. of Labor. <sup>2</sup>	Jan. 30	Jan. 31	Houston, Tex.....	Feb. 1
3	Southern Pacific (Pacific System)	Telegraphers.	Feb. 14	R. H. Ingram.....	Gen. supt. S. Pac. Co.	Employers.....	Feb. 14	Mar. 16	San Francisco, Calif.	Apr. 6
				H. B. Perham.....	President, O. R. T. of transportation and commerce, Univ. of Pa.	Chmn. I. C. C. and Conf. of Labor. <sup>2</sup>	Mar. 7	Mar. 16	San Francisco, Calif.	Apr. 6
20	Georgia.....	Firemen and engineers. <sup>1</sup>	1909. May 29	Emory R. Johnson.....	Attorney.....	Employers.....	May 29	1909.		
				Hilary A. Herbert.....	Attorney.....	Employees.....	May 29	June 21	Atlanta, Ga.....	1909. June 26
24	Illinois Central R. R. & Mississippi Valley.....	Telegraphers.	Dec. 17	Thos. W. Hardwick.....	U. S. Representative. (Chancellor, Univ. of Ga.)	Chmn. I. C. C. and Conf. of Labor. <sup>2</sup>	June 19	1910.		
				David C. Barrow.....	Pres. Monon route.	Employees.....	Dec. 17	Jan. 17	Chicago, Ill.....	Feb. 7
25	Certain railroads heading out of Chicago. <sup>3</sup>	Switchmen.....	1910. Jan. 19	Ira G. Rawn.....	Vice pres. O. R. T. (Chmn. R. R. Com. of Wisconsin.)	Employees.....	Jan. 19	Mar. 4	do.....	Mar. 22
				John A. Newman.....	Vice pres. S. U. of N. A.	Employees.....	Jan. 19	Mar. 4	do.....	Mar. 22
				S. E. Herberling.....	Attorney.....	Chmn. I. C. C. and Conf. of Labor. <sup>2</sup>	Feb. 23			
				Stephen S. Gregory.....	Attorney.....	Employees.....	Feb. 23			

<sup>1</sup> The Brotherhood of Locomotive Firemen & Enginemen, while primarily an organization of firemen, also includes in its membership hostlers and a considerable number of engine men. The two arbitrators agreed upon a third arbitrator, but in order to make the appointment legal (5 days having elapsed) he was appointed by the chairman of the Interstate Commerce Commission and the Commissioner of Labor.

<sup>2</sup> For details as to roads involved, see Table III.

TABLE IV.—Arbitrations under the Erdman Act, June 1, 1898, to July 15, 1913—Continued.

Case No.	Parties to arbitration.		Date of agreement to arbitrate.	Arbitrators.			Hearings by board of arbitration.		Date of award.
	Railroad company.	Employees.		Name.	Occupation.	Chosen by—	Date of first hearing.	Place.	
26	(Cleveland, Cincinnati, Chicago & St. Louis.	Telegraphers..	1910. Jan. 29	(Horace Baker..... J. J. Dermody..... Wm. J. Kerby.....	Gen. mgr. Q. & C. route. Vice pres. O. R. T..... {Prof. of sociology Cath. and Com. of Univ. of America	Employees..... Employees..... Chmn. I. C. C. and Com. of Labor.	1910. Mar. 7	Cincinnati, Ohio..	1910. Mar. 28
27	Baltimore & Ohio Southwestern.	Telegraphers..	Feb. 17	(Geo. H. Groce..... J. J. Dermody..... Wm. J. Kerby.....	Asst. to gen. mgr. Ill. Central R. R. T..... Vice pres. O. R. T..... {Prof. of sociology Cath. and Com. of Univ. of America	Employees..... Employees..... Chmn. I. C. C. and Com. of Labor.	Mar. 14	do.	Apr. 4
29	52 western railroads <sup>1</sup>	(Firemen and enginemen. <sup>2</sup>	Mar. 25	(W. R. Scott..... Timothy Shea..... Wm. L. Chambers.....	Asst. gen. mgr. S. Pac. Co. First vice pres. B. L. F. & E. {Lawyer, late member of Spanish Treaty Claims Com.	Employees..... Employees..... Chmn. I. C. C. and Com. of Labor.	Mar. 25	Chicago, Ill.	June 4
30	Southern.....	Telegraphers..	Apr. 15	(J. S. B. Thompson.. J. J. Dermody..... Wm. R. Vance.....	Asst. to pres. Southern R. R. T..... Vice pres. O. R. T..... {Dean, George Washington Univ. Law School.	Employees..... Chmn. I. C. C. and Com. of Labor.	Apr. 15	Washington, D.C.	June 11
33	Missouri Pacific.....	Telegraphers..	May 14	(Alvert W. Sullivan.. Frank J. Ryan..... Wm. L. Chambers.....	Gen. Mo. Pac. Ry. Com. Kansas Bd. of R. R. Commissioners. {Lawyer, late member of Spanish Treaty Claims Com.	Employees..... Employees..... Chmn. I. C. C. and Com. of Labor.	May 14	St. Louis, Mo.	July 28
39	Denver & Rio Grande.....	(Firemen and enginemen. <sup>2</sup>	Sept. 17	(W. S. Martin..... W. F. Hynes..... Wm. L. Chambers.....	Asst. gen. mgr. D. & R. G. R. R. T. counsel- lor at law. {Lawyer, late member of Spanish Treaty Claims Com.	Employees..... Employees..... Chmn. I. C. C. and Com. of Labor.	Oct. 11	Denver, Colo.	Nov. 4

43	Coal & Coke.....	(Engineers, firemen, and enginemen. <sup>1</sup> Conductors and trainmen.	1911. Apr. 1	(H. B. Spencer..... F. H. Morrisey..... Wendell P. Stafford.	Vice pres. Sen. Ry. Pres. R. R. Ry. Assoc. {Pres. of R. R. Ry. Assoc. Justice, Supreme Court, District of Columbia.	Employees..... Employees..... {Presiding Judge Commerce Court and Com. of Labor.	1911. Apr. 1 May 8	Washington, D.C.	1911. May 27
50	Baltimore & Ohio..... Bessemer & Lake Erie..... Boston & Albany..... Boston & Maine..... Buffalo, Rochester & Pittsburgh..... Buffalo & Susquehanna..... Central of New England..... Chicago, Indianapolis & Louisville..... Chicago, Terre Haute & Southern..... Chicago, Indiana & Southern..... Cincinnati Northern..... Cincinnati, Hamilton & Dayton..... Cleveland, Cincinnati, Chicago & St. Louis..... Coal & Coke..... Delaware & Hudson..... Detroit, Toledo & Ironton..... Dunkirk, Allegheny Valley & Pittsburgh..... Erie..... Grand Rapids & Indiana..... Hartford & New Haven..... Indiana Harbor Belt..... Indianapolis Union..... Kanawha & Michigan..... Lake Erie & Western..... Lake Erie, Alliance & Wheeling..... Lake Shore & Michigan Southern..... Long Island..... Maine Central..... Michigan Central..... New York Central & Hudson River..... New York, Chicago & St. Louis.	Engineers.....	1912. Apr. 30	(Daniel Willard..... P. H. Morrisey..... Oscar S. Straus..... Charles R. an Hise..... Albert N. Hudson..... Albert Shaw..... Otto M. Eldiliz.....	Pres. B. & O. R. R..... Pres. Am. Empls. Ins. Assn. ..... ..... ..... ..... .....	Coal. Com. managers. R. R. Ry. Assoc. U. S. Sen. Presiding Judge Commerce Court and Com. of Labor.	1912. May 2 June 8	New York, N. Y.	1912. Nov. 2

<sup>1</sup> For details as to roads involved, see Table III.<sup>2</sup> The Brotherhood of Locomotive Firemen & Enginemen, while primarily an organization of firemen, also includes in its membership hostlers and a considerable number of engineers. The two arbitrators agreed upon a third arbitrator, but in order to make the appointment legal (3 days having elapsed) he was appointed by the chairman of the Interstate Commerce Commission and the Commissioner of Labor.

TABLE IV.—Arbitrations under the Erdman Act, June 1, 1898, to July 15, 1913—Continued.

Case No.	Parties to arbitration.		Date of agreement to arbitrate.	Arbitrators.			Hearings by board of arbitration.		Date of award.
	Railroad company.	Employees.		Name.	Occupation.	Chosen by—	Date chosen.	Date of first hearing.	
50	New York, New Haven & Hartford.			Daniel Willard.	Pres. B. & O. R. R.	Conf. managers.	1912, May 2		
	New York, Ontario & Western.			P. H. Morrisey.	Pres. Am. Empls. Assn.	B. L. E., Chief Justice, Supreme Court.			
	New York, Philadelphia & Norfolk.			Oscar S. Straus.		President of Judge Commerce Court and Com. of Labor.	June 8	1912, July 15	New York, N. Y.
	New York, Susquehanna & Western.			Charles R. Van Hise.					
	Pennsylvania (lines west).		1912, Apr. 30	Albert Shaw.					
54	Georgia Railroad.			Chas. A. Wickersham.	A. G. C., B. L. E.	Read. Employees.	Oct. 15		
	Baltimore & Ohio.			F. A. Burgess.	Lawyer.	President of Judge Commerce Court and Com. of Labor.	Nov. 1		
	Baltimore & Ohio southwestern.			Wm. L. Chambers.					
	Boston & Albany.								
	Buffalo, Rochester & Pittsburgh.								
54	Chicago, Indiana & Southern.								
	Chicago, Terre Haute & Southern.								
	Chicago, Terre Haute & Southern.								
	Chicago, Terre Haute & Southern.								
	Chicago, Terre Haute & Southern.								



## DIGEST OF ARBITRATIONS UNDER ERDMAN LAW.

## SOUTHERN PACIFIC CO. (ATLANTIC SYSTEM) AND BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN.

1907.

1. *Parties involved*—
  - (a) Southern Pacific Co., Atlantic System, embracing the following roads:  
The Galveston, Harrisburg & San Antonio Railway Co.  
The Texas & New Orleans Railroad Co.  
The Louisiana Western Railroad Co.  
Morgan's Louisiana & Texas Railroad & Steamship Co., and the  
Iberia & Vermillion Railroad Co.
  - (b) Firemen and Enginemen.
2. *Date arbitration hearings began*.—January 31, 1907.
3. *Date of award*.—February 1, 1907.
4. *General results*.—This arbitration was primarily concerned with the interpretation of an agreement and as to the bearing of a letter from the general manager stating when road engineers might displace switch engineers. The award of the Board was unanimous but because of its technical character it would not be profitable to analyze it in detail.

## SOUTHERN PACIFIC CO. (PACIFIC SYSTEM) AND ORDER OF RAILROAD TELEGRAPHERS.

1907.

1. *Parties involved*—
  - (a) Southern Pacific Co., Pacific System; lines east of Sparks and lines in Oregon.
  - (b) Telegraphers.
2. *Date arbitration hearings began*.—March 16, 1907.
3. *Date of award*.—April 6, 1907.
4. *General results*.—The employees secured an increase of 7½ per cent in rates of pay, also the adoption of a rule providing for a reduction of the hours of service on Sunday to one-half the regular hours obtaining on week days, or in lieu thereof an allowance of 26 days annual leave of absence with pay.  
The issue respecting the question as to whether or not telegraphers should legislate for train dispatchers with respect to conditions of employment was decided adversely to the contention of the employees, and a basis of settlement agreed to with respect to the question of eliminating certain agencies from the operation of the agreement between the telegraphers and the railroad, which was apparently acceptable to both sides.

## GEORGIA RAILROAD AND BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN.

1909.

1. *Parties involved*—
  - (a) Georgia Railroad and its terminals in the city of Atlanta.
  - (b) Firemen and Enginemen.
2. *Date arbitration hearings began*.—June 21, 1909.
3. *Date of award*.—June 26, 1909.
4. *General results*.—(a) When employed as firemen, hostlers, and hostlers' helpers, negroes shall receive the same wages as white men in similar positions.  
(b) With certain modifications, the arbitrators adopted rules proposed by employees governing promotion and class of service in which firemen should be placed when hired.  
(c) Employees demand that all firemen when hired should be placed in freight yard, or hostling service, and that the senior white fireman should have preference of engines and runs, was not approved.

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(d) It was awarded that hostlers should receive their existing rates of pay, assistant hostlers to be considered as yard firemen and paid yard firemen's rates; extra firemen when used as hostlers to receive rate paid to hostlers.

(e) Awarded that in assigning vacancies to firemen, seniority alone shall not control, but may be considered.

(f) The arbitrators found against the proposal that firemen be not required to throw switches, flag street crossings or trains.

## ILLINOIS CENTRAL RAILROAD, YAZOO &amp; MISSISSIPPI VALLEY RAILROAD, AND INDIANAPOLIS SOUTHERN RAILROAD, AND ORDER OF RAILROAD TELEGRAPHERS.

1909.

1. *Parties involved*.—
  - (a) Illinois Central Railroad and its subsidiaries.  
Yazoo & Mississippi Valley Railroad.  
Indianapolis Southern Railroad.
  - (b) Telegraphers.
2. *Date arbitration hearings began*.—January 17, 1910.
3. *Date of award*.—February 7, 1910.
4. *General results*.—(a) In response to the proposals of the employees for changes in working conditions and rates of pay, the award ordered changes in the preexisting rules governing working conditions and compensation for work performed after the expiration of the regular hours of service which involved, as estimated by the board of arbitration, an increase in the annual wage payments of the company to its telegraphers of \$50,000. As a result of the arbitration award the overtime rate of 35 cents per hour at offices in New Orleans and Chicago, and of 25 cents per hour at Mounds, was increased to a rate of 45 cents per hour.  
(b) The basis of a day's work in offices operated continuously day and night where three or more telegraphers were employed in service covered by the 9-hour provision of the hours-of-service law was fixed at 9 consecutive hours compared with a day of 11 hours, including meal hour, prior to the award.  
The basis of a day's work for telegraphers in (X) office, Chicago; (MN) office, Mounds; and (BD) office, New Orleans, was fixed at 8 consecutive hours, as compared with a day of 10 consecutive hours, including 1 hour for meals, at the designated Chicago and New Orleans office, prior to the award.  
The hours of service of telegraphers working split tricks were reduced by the award from 8 to 7 hours per day.  
The basis of a day's work for copy operators and all other operators located in dispatching offices was fixed in the later schedule at 9 hours per day, as compared with the former basis of 9 hours for copy operators and 10½ hours, including 1 hour for meals, for all other operators located in dispatching offices.  
In conformity with the award the new schedule provided for an allowance of 15 days annual leave of absence with pay for telegraphers working 10 hours or more per day, no stipulation for leave of absence with pay having been contained in the schedule in effect before the arbitration.

## EIGHT RAILROADS LEADING OUT OF CHICAGO AND SWITCHMEN'S UNION OF NORTH AMERICA.

1910.

1. *Parties involved*.—
  - (a) Chicago & Eastern Illinois Railroad (Chicago switching district).  
Chicago Great Western Railroad (system, except Twin Cities).  
Chicago, Rock Island & Pacific Railway (system, except Inver Grove).  
Chicago Terminal Transfer Railroad (system).  
Lake Shore & Michigan Southern Railroad (specified yards).  
Michigan Central Railroad (west of Detroit River).  
Pere Marquette Railroad (system).  
Wisconsin Central Railway (Chicago switching district).
  - (b) Switchmen.
2. *Date arbitration hearings began*.—March 4, 1910.
3. *Date of award*.—March 22, 1910.
4. *General results*.—An increase of 3 cents per hour in the wages of switchmen, and an increase of \$5 per month in the compensation of switch tenders and tower men in terminals and yards where one or more switch engines and switching crews were employed. Considered in terms of percentages, the increases ranged from a minimum of 8.1 to a maximum of 11.5 per cent, with but slight variations between the different roads involved.

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**CLEVELAND, CINCINNATI, CHICAGO & ST. LOUIS RAILWAY AND ORDER OF RAILROAD TELEGRAPHERS.**

1910.

1. *Parties involved.*—
  - (a) Cleveland, Cincinnati, Chicago & St. Louis Railway (including Peoria & Eastern Railway).
  - (b) Telegraphers.
2. *Date arbitration hearings began.*—March 7, 1910.
3. *Date of award.*—March 28, 1910.
4. *General results.*—An increase in the annual compensation of telegraphers of approximately 6 per cent over the total wage payments under the preexisting scale. Provision was also made for the payment of additional compensation of \$5 per month in the case of telegraphers required to handle crossing gates, no extra compensation for such services having been allowed under the rules in effect before the award. Fifteen days leave with pay in certain contingencies, was also awarded. A comparison of the official schedule of rules and rates of pay in effect before and after the award shows that the rule respecting overtime in the new schedule stipulated that overtime should be paid for all time worked outside of regular hours as compared with the preexisting rule which provided for the payment of overtime for time worked after 12 hours of service.

The working conditions established as a result of the arbitration award with respect to the basis of a day's work, meal hour, and seniority, so far as can be ascertained from a comparison of the official schedules in effect before and after the award, involved no material change from the conditions existing before the arbitration.

**BALTIMORE & OHIO SOUTHWESTERN RAILROAD AND ORDER OF RAILROAD TELEGRAPHERS.**

1910.

1. *Parties involved.*—
  - (a) Baltimore & Ohio Southwestern Railroad.
  - (b) Telegraphers.
2. *Date arbitration hearings began.*—March 14, 1910.
3. *Date of award.*—April 4, 1910.
4. *General results.*—In response to the request of the employees involving rates of pay for regular, special, or overtime work, telegraphers and station agents were awarded an increase of 6 per cent over existing rates of pay of such employees. The rate for overtime work at general offices, Cincinnati, was increased from 25 to 40 cents per hour, and telegraphers required to do pumping were awarded \$10 per month extra compensation for such labor. In other respects no increases in rates of pay or changes or modifications in the existing standards of compensation were awarded. The rules relative to seniority, submitted to arbitration, were awarded substantially as requested by the employees. The basis of a day's work in stations where two or more telegraphers were employed besides the station agent was fixed at 9 consecutive hours, the basis of a day's work for exclusive agents fixed at 10½ consecutive hours, including meal hour; an 8-hour day awarded for telegraphers performing duty at wrecks, washouts, and other emergency offices of like character. The company was required to provide the necessary help to relieve telegraphers from the duty of scrubbing floors and cleaning out buildings. Telegraphers whose hours of duty were 10 or more per day and who had been in the employ of the company two or more years were awarded 15 days annual leave with pay, or in lieu thereof compensation at regular rates. In denying the proposal relative to the issuance of annual system passes, the statement was made by the board that "the arbitrators do not consider that the granting of passes is a proper subject of arbitration."

**RAILROADS IN WESTERN TERRITORY AND BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEERS.**

1910.

1. *Parties involved* (52 western railroads)—
  - (a) Atchison, Topeka & Santa Fe Railway.
  - Atchison, Topeka & Santa Fe (Coast Lines).
  - Canadian Northern Railway.

1. *Parties involved*—Continued.
  - (a) Chicago & North Western Railway.
  - Chicago & Alton Railroad.
  - Chicago, Burlington & Quincy Railroad.
  - Chicago Great Western Railroad.
  - Chicago Junction Railway.
  - Chicago, Milwaukee & St. Paul Railway.
  - Chicago, Rock Island & Pacific Railway.
  - Chicago, St. Paul, Minneapolis & Omaha Railway.
  - Chicago Terminal Transfer Railroad.
  - Chicago & Western Indiana Railroad and Belt Railway of Chicago.
  - Colorado & Southern Railway.
  - Davenport, Rock Island & Northwestern Railway.
  - Duluth, South Shore & Atlantic Railway.
  - El Paso & Southwestern Railroad.
  - Eastern Railway of New Mexico and Southern Kansas Railway of Texas.
  - Fort Worth & Denver City Railway.
  - Great Northern Railway.
  - Gulf, Colorado & Santa Fe Railway.
  - Houston East & West Texas Railway.
  - Houston & Texas Central Railroad.
  - Illinois Central Railroad.
  - International & Great Northern Railroad.
  - Indianapolis Southern Railroad.
  - Kansas City, Mexico & Orient Railway.
  - Kansas City Southern Railway.
  - Missouri, Kansas & Texas Railway.
  - Missouri Pacific-Iron Mountain System.
  - Minneapolis, St. Paul & Sault Ste. Marie Railway.
  - Minnesota Transfer Railway.
  - Mineral Range Railroad.
  - Northern Pacific Railway.
  - Oregon Railroad & Navigation Co.
  - Peoria & Pekin Union Railway.
  - Quincy, Omaha & Kansas City Railroad.
  - San Pedro, Los Angeles & Salt Lake Railroad.
  - St. Joseph & Grand Island Railway.
  - St. Joseph Terminal Railroad.
  - St. Louis & San Francisco Railroad.
  - St. Louis, Brownsville & Mexico Railway.
  - Southern Pacific (Pacific System).
  - Southern Pacific (Atlantic System).
  - San Antonio & Aransas Pass Railway.
  - Spokane, Portland & Seattle Railway.
  - Texas & Pacific Railway.
  - Trinity & Brazos Valley Railway.
  - Union Pacific Railroad.
  - Wichita Valley Railway.
  - (b) Firemen and Enginemen.
2. *Date arbitration hearings began.*—May 16, 1910.
3. *Date of award.*—June 4, 1910.
4. *General results.*—(a) Firemen in main and branch line passenger service awarded an increase of 15 cents per 100 miles.
  - (b) Awarded an increase of 15 cents per 100 miles on oil-burning locomotives and 30 cents per 100 miles on coal-burning locomotives, in through or irregular freight service, provided that rate of pay per day shall not be less than \$3.75 on certain types of locomotives.
  - (c) In local or way freight service an increase of 25 cents per 100 miles, except on roads having an eight-hour day.
  - (d) On mallet engines, \$4 per day in all branches of service.
  - (e) Rate for yard service, transfer service and certain hostlers, switch engineers, and engine dispatchers increased 25 cents per day.
  - (f) Increases were made retroactive as of May 16, 1910.

**SOUTHERN RAILWAY AND ORDER OF RAILROAD TELEGRAPHERS.**

1910.

1. *Parties involved*—
  - (a) Southern Railway.
  - (b) Telegraphers.
2. *Date arbitration hearings began*.—May 24, 1910.
3. *Date of award*.—June 11, 1910.
4. *General results*.—(a) Wages of all employees performing the duties of telegraph operator, or agent-operator, etc., awarded an increase in wages equal to 8 per cent of the total amount paid before the award, shown in their current pay roll.
- (b) At offices where 1 telegrapher is employed, 10 hours to constitute a day's work; where 2 or more are employed, 9 hours.
- (c) Fifteen days leave with pay per year for telegraphers who have been in service not less than 2 years and who are required to work on Sundays and legal holidays.

**MISSOURI PACIFIC SYSTEM AND ORDER OF RAILROAD TELEGRAPHERS.**

1910.

1. *Parties involved*—
  - (a) Missouri Pacific Railway Co., including the St. Louis, Iron Mountain & Southern Railway Co., and leased, operated, and independent lines.
  - (b) Telegraphers.
2. *Date arbitration hearing began*.—July 6, 1910.
3. *Date of award*.—July 28, 1910.
4. *General results*.—An award was made in favor of the employees, parties to the agreement, for a lump sum of \$50,000 cash per annum, the apportionment of the amount being left to officials of the company and a committee representing the employees. The average increase in rate of pay of telegraphers was \$2.71 per month, or 4.2 per cent. The award was made retroactive as of June 1, 1910.

**DENVER & RIO GRANDE RAILROAD AND BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEERS.**

1910.

1. *Parties involved*—
  - (a) Denver & Rio Grande Railroad.
  - (b) Firemen and Enginemen.
2. *Date arbitration hearing began*.—October 11, 1910.
3. *Date of award*.—November 1, 1910.
4. *General results*.—(a) Firemen in standard gauge passenger service, and on all narrow gauge valley mileage were awarded an increase of 6 cents per 100 miles. All narrow gauge valley rates in freight service were increased from 3.12 to 3.27 cents per mile. A day's pay for road firemen was increased 5 cents. On the Utah lines an increase of 15 cents per 100 miles was awarded in all classes of passenger and freight service.
- (b) Various awards were made involving changes in rules governing running time of trains, overtime, and the basis of a day's work in connection with articles submitted to arbitration by the employees.

**COAL & COKE RAILWAY CO. AND BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEERS, ORDER OF RAILWAY CONDUCTORS, AND BROTHERHOOD OF RAILROAD TRAINMEN.**

1911.

1. *Parties involved*—
  - (a) Coal & Coke Railway.
  - (b) Engineers.  
Firemen.  
Conductors.  
Trainmen.
2. *Date arbitration hearing began*.—May 8, 1911.
3. *Date of award*.—May 27, 1911.
4. *General results*.—The wage scale established as a result of the arbitration involved increases in rates of pay ranging in freight and mixed train service from 6.3 to 9.1 per cent; in work and wreck train service from 20 to 33.3 per cent; and in yard service from 14.3 to 25.0 per cent. In passenger service engineers and firemen were awarded a minimum allowance for each day used of \$4.50 and \$2.50, respectively, as compared with a corresponding allowance before the award for a day's work of more than 6 hours and not exceeding 10 hours, and pay for actual time only for service of 6 hours or less. Conductors, baggagemen, expressmen, brakemen, and flagmen in passenger service

were awarded a minimum daily allowance for each day used of \$4.10, \$2.70, and \$2.45, respectively, compensation for service of 6 hours or less before the award having been limited to payment for time actually worked at the pro rata for a full day of 10 hours.

General rules, providing for promotion, seniority, working conditions, etc., were also a part of the award.

As a result of the award, rates of pay of locomotive engineers were increased as follows: freight and mixed trains, 7.8 per cent; work and wreck trains, 33.3 per cent; yard, 18.3 per cent.

Firemen, conductors and trainmen received increases ranging from 6.3 to 27.5 per cent.

**RAILROADS IN EASTERN TERRITORY AND BROTHERHOOD OF LOCOMOTIVE ENGINEERS.**

1912.

1. *Parties involved*—
  - (a) Baltimore & Ohio Railroad.  
Bessemer & Lake Erie Railroad.  
Boston & Albany Railroad.  
Boston & Maine Railroad.  
Buffalo, Rochester & Pittsburgh Railway.  
Buffalo & Susquehanna Railway.  
Central New England Railway.  
Chicago, Indianapolis & Louisville Railway.  
Chicago, Terre Haute & Southeastern Railway.  
Chicago, Indiana & Southern Railroad.  
Cincinnati Northern Railroad.  
Cincinnati, Hamilton & Dayton Railway.  
Cleveland, Cincinnati, Chicago & St. Louis Railway.  
Coal & Coke Railway.  
Delaware & Hudson Co.  
Delaware, Lackawanna & Western Railroad.  
Detroit, Toledo & Ironton Railroad.  
Dunkirk, Allegheny Valley & Pittsburgh Railroad.  
Dayton & Union Railroad.  
Erie Railroad.  
Grand Rapids & Indiana Railway.  
Hocking Valley Railway.  
Indiana Harbor Belt Railroad.  
Indianapolis Union Railway.  
Kanawha & Michigan Railway.  
Lake Erie & Western Railroad.  
Lake Erie, Alliance & Wheeling Railroad.  
Lake Shore & Michigan Southern Railway.  
Lehigh Valley Railroad.  
Long Island Railroad.  
Maine Central Railroad.  
Michigan Central Railroad.  
New York Central & Hudson River Railroad.  
New York, Chicago & St. Louis Railroad.  
New York, New Haven & Hartford Railroad.  
New York, Ontario & Western Railway.  
New York, Philadelphia & Norfolk Railroad.  
New York, Susquehanna & Western Railroad.  
New Jersey & New York Railroad.  
Pennsylvania Lines—East.  
Pennsylvania Lines—West.  
Pere Marquette Railroad.  
Pittsburgh & Lake Erie Railroad.  
Philadelphia & Reading Railway.  
Toledo & Ohio Central Railway.  
Toledo, St. Louis & Western Railroad.  
Vandalia Lines.  
Western Maryland Railway.  
Wheeling & Lake Erie Railroad.  
West Side Belt Line.  
Wabash Pittsburgh Terminal Railway.  
Zanesville & Western Railway.
  - (b) Engineers.



2. *Date arbitration hearing began.*—July 15, 1912.

3. *Date of award.*—November 2, 1912.

4. *General results.*—The engineers requested certain uniform rules and rates of pay, the application of which would mean varying advances in compensation, and the arbitrators reached the conclusion that a case had not been made for an advance all along the line in the compensation of engineers. It was held, however, that evidence presented showed that for some railroads and for certain classes of service on other railroads the compensation was too small. It was believed by the board that the principle of a minimum wage was sound and introduced in the award a minimum wage for each of the more important classes of service, as follows:

Passenger service.—Minimum rate to be \$4.25 for 100 miles or less; additional miles *pro rata*; overtime provided for.

Electric service.—Minimum same as for passenger service; locomotive engineers to have preference for positions as motormen wherever electric service is installed as a substitute for steam.

Freight service.—Minimum rate of \$4.75 for 10 hours or less, or 100 miles or less; overtime provided for; engineers held away from home terminal 28 hours or more to be compensated.

Switching service.—Minimum rate to be \$4.10 per day, of 10 hours or less, with provision for overtime on a minute basis.

Provision was also made in the award for such details as determining the beginning and end of a day, pay for final terminal delay, hours-of-service law, etc.

The award became effective as of May 1, 1912, except two minor provisions which were to go into effect November 1, 1912.

#### GEORGIA RAILROAD AND THE ORDER OF RAILROAD CONDUCTORS AND BROTHERHOOD OF RAILROAD TRAINMEN.

1912.

1. *Parties involved*—

(a) Georgia Railroad.

(b) Conductors.

Flagmen.

Baggage men.

2. *Date arbitration hearings began*—November 7, 1912.

3. *Date of award.*—November 26, 1912.

4. *General results.*—This case involved the discharge of a conductor because of his alleged violation of rules promulgated by the railroad respecting the observance of the law limiting the hours of continuous service of train crews; and the discharge of a flagman because he had made an error in an expense account submitted in connection with his attendance upon court in a case involving the company's interests. The labor organizations demanded the reinstatement of both of these men.

The board of arbitration ordered the reinstatement of the conductor (Mr. Paschal) stating that it is the duty of employees of the company to obey the rules and bulletins in accordance with the interpretation given them by the railroad.

In the case of the flagman, Morgan, the board of arbitration, after pointing out that the error made by this employee in his expense account had been corrected when his attention was called to it, and that the railroad authorities had the right to administer some discipline, expressed the opinion that a suspension of 10 days would have been adequate discipline, and ordered his reinstatement, with a deduction in pay accordingly.

#### RAILROADS IN EASTERN TERRITORY AND BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN.

1913.

1. *Parties involved*—

(a) Baltimore & Ohio Railroad.

Baltimore & Ohio Southwestern Railroad.

Bessemer & Lake Erie Railroad.

Boston & Albany Railroad.

Boston & Maine Railroad.

Buffalo, Rochester & Pittsburgh Railroad.

Central New England Railroad.

Central Railroad of New Jersey.

Chicago, Indiana & Southern Railroad.

Chicago, Terre Haute & Southeastern Railroad.

Cincinnati, Hamilton & Dayton Railroad.

1. *Parties involved*—Continued.

(a) Cincinnati, Lebanon & Northern Railroad.

Cincinnati Northern Railroad.

Cleveland, Cincinnati, Chicago & St. Louis Railroad.

Dayton & Union Railroad.

Delaware & Hudson Railroad.

Delaware, Lackawanna & Western Railroad.

Detroit, Toledo & Ironton Railroad.

Detroit, Toledo & Milwaukee Railroad.

Dunkirk, Allegheny Valley & Pittsburgh Railroad.

Erie Railroad.

Grand Rapids & Indiana Railroad.

Hocking Valley Railroad.

Indiana Harbor Belt Railroad.

Indianapolis Union Railroad.

Kanawha & Michigan Railroad.

Lake Erie, Alliance & Wheeling Railroad.

Lake Erie & Western Railroad.

Lake Shore & Michigan Southern Railroad.

Lehigh Valley Railroad.

Long Island Railroad.

Maine Central Railroad.

Michigan Central Railroad.

Monongahela Railroad.

New Jersey & New York Railroad.

New York Central & Hudson River Railroad.

New York, Chicago & St. Louis.

New York, New Haven & Hartford Railroad.

New York, Philadelphia & Norfolk Railroad.

New York, Susquehanna & Western Railroad.

Pennsylvania lines east.

Pennsylvania lines west.

Philadelphia & Reading Railroad.

Rutland Railroad.

Toledo & Ohio Central.

Toledo, Peoria & Western Railroad.

Toledo, St. Louis & Western Railroad.

Vandalia Railroad.

Wabash-Pittsburgh Terminal Railroad.

Western Maryland Railroad.

West Side Belt Railroad.

Wheeling & Lake Erie Railroad.

Wilkes-Barre & Eastern Railroad.

Zanesville & Western Railroad.

(b) Firemen.

2. *Date arbitration hearing began.*—March 10, 1913.

3. *Date of award.*—April 23, 1913.

4. *General results.*—(a) Ten hours or less, 100 miles or less, held to constitute a day's work.

(b) Rates of wages established for different classes of service and different types of engines, the scale running from \$2.40 to \$4 per day.

(c) Compensation for overtime, terminal delays, and time firemen are held away from home terminal were also provided for in the award.



**ACTS CONCERNING ARBITRATION OF CONTROVERSIES BETWEEN CARRIERS ENGAGED IN INTERSTATE COMMERCE AND THEIR EMPLOYEES.**

[Act of October 1, 1888: 25 Stats., 501.]

SECTION 1. Whenever differences or controversies arise between railroad or other transportation companies engaged in the transportation of property or passengers between two or more States of the United States, between a Territory and State, within the Territories of the United States, or within the District of Columbia, and the employees of said railroad companies, which differences or controversies may hinder, impede, obstruct, interrupt, or affect such transportation of property or passengers, if, upon the written proposition of either party to the controversy to submit their differences to arbitration, the other party shall accept the proposition, then and in such event the railroad company is hereby authorized to select and appoint one person, and such employee or employees, as the case may be, to select and appoint another person, and the two persons thus selected and appointed to select a third person, all three of whom shall be citizens of the United States and wholly impartial and disinterested in respect to such differences or controversies; and the three persons thus selected and appointed shall be, and they are hereby, created and constituted a board of arbitration, with the duties, powers, and privileges hereinafter set forth.

SEC. 2. The board of arbitration provided for in the first section of this act shall possess all the powers and authority in respect to administering oaths, subpoenaing witnesses and compelling their attendance, preserving order during the sittings of the board, and requiring the production of papers and writings relating alone to the subject under investigation now possessed and belonging to the United States commissioners appointed by the circuit court of the United States; but in no case shall any witness be compelled to disclose the secrets or produce the records or proceedings of any labor organization of which he may be an officer or member; and said board of arbitration may appoint a clerk and employ a stenographer, and prescribe all reasonable rules and regulations, not inconsistent with the provisions of this act, looking to the speedy advancement of the differences and controversies submitted to them to a conclusion and determination. Each of said arbitrators shall take an oath to honestly, fairly, and faithfully perform his duties, and that he is not personally interested in the subject-matter in controversy, which oath may be administered by any State or Territorial officer authorized to administer oaths. The third person so selected and appointed as aforesaid shall be president of said board; any order, finding, conclusion, or award made by a majority of such arbitrators shall be of the same force and effect as if all three of such arbitrators concurred therein or united in making the same.

SEC. 3. It shall be the duty of the said board of arbitration, immediately upon their selection, to organize at the nearest practicable point to the place of the origin of the difficulty or controversy, and to hear and determine the matters of difference which may be submitted to them in writing by all the parties, giving them full opportunity to be heard on oath, in person and by witnesses, and also granting them the right to be represented by counsel; and after concluding its investigations said board shall publicly announce its decision, which, with the findings of fact upon which it is based, shall be reduced to writing and signed by the arbitrators concurring therein, and, together with the testimony taken in the case, shall be filed with the Commissioner of Labor of the United States, who shall make such decision public as soon as the same shall have been received by him.

SEC. 4. It shall be the right of any employees engaged in the controversy to appoint, by designation in writing, one or more persons to act for them in the selection of an arbitrator to represent them upon the board of arbitration.

SEC. 5. Each member of said tribunal of arbitration shall receive a compensation of ten dollars a day for the time actually employed. That the clerk appointed by said tribunal of arbitration shall receive the same fees and compensation as clerks of United States circuit courts and districts courts receive for like services. The stenographer shall receive as full compensation for his services ten cents for each folio of an hundred words of testimony taken and reduced to writing before said

arbitrators. United States marshals or other persons serving the process of said tribunal of arbitration shall receive the same fees and compensation for such services as they would receive for like services upon the process issued by United States commissioners. Witnesses attending before said tribunal of arbitration shall receive the same fees as witnesses attending before United States commissioners. All of said fees and compensation shall be payable by the United States in like manner as fees and compensation are payable in criminal causes under existing laws: *Provided*, That the said tribunal of arbitration shall have power to limit the number of witnesses in each case where fees shall be paid by the United States: *And provided further*, That the fees and compensation of the arbitrators, clerks, stenographers, marshals, and others for service of process, and witnesses under this act shall be examined and certified by the United States district judge of the district in which the arbitration is held before they are presented to the accounting officers of the Treasury Department for settlement, and shall then be subject to the provisions of section eight hundred and forty-six of the Revised Statutes of the United States; and a sufficient sum of money to pay all expenses under this act and to carry the same into effect is hereby appropriated out of any money in the Treasury not otherwise appropriated. *And provided likewise*, Not more than five thousand dollars shall be expended in defraying the costs of any single investigation by the commission hereinafter provided for.

SEC. 6. The President may select two commissioners, one of whom at least shall be a resident of the State or Territory in which the controversy arises, who, together with the Commissioner of Labor, shall constitute a temporary commission for the purpose of examining the causes of the controversy, the conditions accompanying, and the best means for adjusting it; the result of which examination shall be immediately reported to the President and Congress, and on the rendering of such report the services of the two commissioners shall cease. The services of the commission, to be ordered at the time by the President and constituted as herein provided, may be tendered by the President for the purpose of settling a controversy such as contemplated, either upon his own motion, or upon the application of one of the parties to the controversy, or upon the application of the executive of the State.

SEC. 7. The commissioners provided in the preceding section shall be entitled to receive ten dollars each per day for each day's service rendered, and the expenses absolutely incurred in the performance of their duties; and the expenses of the Commissioner of Labor, acting as one of the commission, shall also be reimbursed to him. Such compensation and expenses shall be paid by the Treasurer of the United States, on proper vouchers, certified to by the Commissioner of Labor and approved by the Secretary of the Interior.

SEC. 8. Upon the direction of the President, as hereinbefore provided, the commission shall visit the locality of the pending dispute, and shall have all the powers and authority given in section 2, to a board of arbitration, and shall make careful inquiry into the cause thereof, hear all persons interested therein who may come before it, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust such dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept in the office of the Commissioner of Labor, who shall cause a copy thereof to be filed with the Secretary of the State or Territory, or States or Territories, in which the controversy exists.

SEC. 9. In each case the commissioners who may be selected as provided shall, before entering upon their duties, be sworn to the faithful discharge thereof. The Commissioner of Labor shall be chairman ex officio of the commission, and may appoint one or more clerks or stenographers to act in each controversy only, which clerks or stenographers shall be compensated at a rate not exceeding six dollars per day each, and actual expenses incurred shall be reimbursed.

SEC. 10. The Commissioner of Labor shall, as soon as possible after the passage of this act, establish such rules of procedure as shall be approved by the President; but the commission shall permit each party to a controversy to appear in person or by counsel, and to examine and cross-examine witnesses. All its proceedings shall be transacted in public, except when in consultation for the purpose of deciding upon the evidence and arguments laid before it. The chairman of the commission is hereby authorized to administer oaths to witnesses in all investigations conducted by the commission, and such witnesses shall be subpoenaed in the same manner as witnesses are subpoenaed to appear before United States courts and commissioners, and they shall each receive the same fees as witnesses attending before United States commissioners: *Provided*, That said temporary board of commissioners shall have the power to limit the number of witnesses in each case where fees shall be paid by the United States.

SEC. 11. All fees, expenses, and compensation of this commission shall be paid as hereinbefore provided in section five of this act.

[Act of June 1, 1898: 30 Stats., 424 (Erdman Law).]

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the provisions of this Act shall apply to any common carrier or carriers and their officers, agents, and employees, except masters of vessels and seamen, as defined in section forty-six hundred and twelve, Revised Statutes of the United States, engaged in the transportation of passengers or property wholly by railroad, or partly by railroad and partly by water, for a continuous carriage or shipment, from one State or Territory of the United States, or the District of Columbia, to any other State or Territory of the United States, or the District of Columbia, or from any place in the United States to an adjacent foreign country, or from any place in the United States through a foreign country to any other place in the United States.

The term "railroad" as used in this Act shall include all bridges and ferries used or operated in connection with any railroad, and also all the road in use by any corporation operating a railroad, whether owned or operated under a contract, agreement, or lease; and the term "transportation" shall include all instrumentalities of shipment or carriage.

The term "employees" as used in this Act shall include all persons actually engaged in any capacity in train operation or train service of any description, and notwithstanding that the cars upon or in which they are employed may be held and operated by the carrier under lease or other contract: *Provided, however*, That this Act shall not be held to apply to employees of street railroads and shall apply only to employees engaged in railroad train service. In every such case the carrier shall be responsible for the acts and defaults of such employees in the same manner and to the same extent as if said cars were owned by it and said employees directly employed by it, and any provisions to the contrary of any such lease or other contract shall be binding only as between the parties thereto and shall not affect the obligations of said carrier either to the public or to the private parties concerned.

SEC. 2. That whenever a controversy concerning wages, hours of labor, or conditions of employment shall arise between a carrier subject to this Act and the employees of such carrier, seriously interrupting or threatening to interrupt the business of said carrier, the chairman of the Interstate Commerce Commission and the Commissioner of Labor shall, upon the request of either party to the controversy, with all practicable expedition, put themselves in communication with the parties to such controversy, and shall use their best efforts, by mediation and conciliation, to amicably settle the same; and if such efforts shall be unsuccessful, shall at once endeavor to bring about an arbitration of said controversy in accordance with the provisions of this Act.

SEC. 3. That whenever a controversy shall arise between a carrier subject to this Act and the employees of such carrier which can not be settled by mediation and conciliation in the manner provided in the preceding section, said controversy may be submitted to the arbitration of a board of three persons, who shall be chosen in the manner following: One shall be named by the carrier or employer directly interested; the other shall be named by the labor organization to which the employees directly interested belong, or, if they belong to more than one, by that one of them which specially represents employees of the same grade and class and engaged in services of the same nature as said employees so directly interested: *Provided, however*, That when a controversy involves and affects the interests of two or more classes and grades of employees belonging to different labor organizations, such arbitrator shall be agreed upon and designated by the concurrent action of all such labor organizations; and in cases where the majority of such employees are not members of any labor organization, said employees may by a majority vote select a committee of their own number, which committee shall have the right to select the arbitrator on behalf of said employees. The two thus chosen shall select the third commissioner of arbitration; but, in the event of their failure to name such arbitrator within five days after their first meeting, the third arbitrator shall be named by the commissioners named in the preceding. A majority of said arbitrators shall be competent to make a valid and binding award under the provisions hereof. The submission shall be in writing, shall be signed by the employer and by the labor organization representing the employees, shall specify the time and place of meeting of said board of arbitration, shall state the questions to be decided, and shall contain appropriate provisions by which the respective parties shall stipulate, as follows:

First. That the board of arbitration shall commence their hearings within ten days from the date of the appointment of the third arbitrator, and shall find and file their award, as provided in this section, within thirty days from the date of the appointment of the third arbitrator; and that pending the arbitration the status existing immediately prior to the dispute shall not be changed: *Provided*, That no employee shall be compelled to render personal service without his consent.

Second. That the award and the papers and proceedings, including the testimony relating thereto certified under the hands of the arbitrators and which shall have the force and effect of a bill of exceptions, shall be filed in the clerk's office of the circuit court of the United States for the district wherein the controversy arises or the arbitration is entered into, and shall be final and conclusive upon both parties, unless set aside for error of law apparent on the record.

Third. That the respective parties to the award will each faithfully execute the same, and that the same may be specifically enforced in equity so far as the powers of a court of equity permit: *Provided*, That no injunction or other legal process shall be issued which shall compel the performance by any laborer against his will of a contract for personal labor or service.

Fourth. That employees dissatisfied with the award shall not by reason of such dissatisfaction quit the service of the employer before the expiration of three months from and after the making of such award without giving thirty days' notice in writing of their intention so to quit. Nor shall the employer dissatisfied with such award dismiss any employee or employees on account of such dissatisfaction before the expiration of three months from and after the making of such award without giving thirty days' notice in writing of his intention so to discharge.

Fifth. That said award shall continue in force as between the parties thereto for the period of one year after the same shall go into practical operation, and no new arbitration upon the same subject between the same employer and the same class of employees shall be had until the expiration of said one year if the award is not set aside as provided in section four. That as to individual employees not belonging to the labor organization or organizations which shall enter into the arbitration, the said arbitration and the award made therein shall not be binding, unless the said individual employees shall give assent in writing to become parties to said arbitration.

SEC. 4. That the award being filed in the clerk's office of a circuit court of the United States, as hereinbefore provided, shall go into practical operation, and judgment shall be entered thereon accordingly at the expiration of ten days from such filing, unless within such ten days either party shall file exceptions thereto for matter of law apparent upon the record, in which case said award shall go into practical operation and judgment be entered accordingly when such exceptions shall have been finally disposed of either by said circuit court or on appeal therefrom.

At the expiration of ten days from the decision of the circuit court upon exceptions taken to said award, as aforesaid, judgment shall be entered in accordance with said decision unless during said ten days either party shall appeal therefrom to the circuit court of appeals. In such case only such portion of the record shall be transmitted to the appellate court as is necessary to the proper understanding and consideration of the questions of law presented by said exceptions and to be decided.

The determination of said circuit court of appeals upon said questions shall be final, and being certified by the clerk thereof to said circuit court, judgment pursuant thereto shall thereupon be entered by said circuit court.

If exceptions to an award are finally sustained, judgment shall be entered setting aside the award. But in such case the parties may agree upon a judgment to be entered disposing of the subject-matter of the controversy, which judgment when entered shall have the same force and effect as judgment entered upon an award.

SEC. 5. That for the purposes of this Act the arbitrators herein provided for, or either of them, shall have power to administer oaths and affirmations, sign subpoenas, require the attendance and testimony of witnesses, and the production of such books, papers, contracts, agreements, and documents material to a just determination of the matters under investigation as may be ordered by the court; and may invoke the aid of the United States courts to compel witnesses to attend and testify and to produce such books, papers, contracts, agreements and documents to the same extent and under the same conditions and penalties as is provided for in the Act to regulate commerce, approved February fourth, eighteen hundred and eighty-seven, and the amendments thereto.

SEC. 6. That every agreement of arbitration under this Act shall be acknowledged by the parties before a notary public or clerk of a district or circuit court of the United States, and when so acknowledged a copy of the same shall be transmitted to the chairman of the Interstate Commerce Commission, who shall file the same in the office of said commission.

Any agreement of arbitration which shall be entered into conforming to this Act, except that it shall be executed by employees individually instead of by a labor organization as their representative, shall, when duly acknowledged as herein provided, be transmitted to the chairman of the Interstate Commerce Commission, who shall cause a notice in writing to be served upon the arbitrators, fixing a time and place for a meeting of said board, which shall be within fifteen days from the execution of said agreement of arbitration: *Provided, however*, That the said chairman of the

Interstate Commerce Commission shall decline to call a meeting of arbitrators under such agreement unless it be shown to his satisfaction that the employees signing the submission represent or include a majority of all employees in the service of the same employer and of the same grade and class, and that an award pursuant to said submission can justly be regarded as binding upon all such employees.

SEC. 7. That during the pendency of arbitration under this Act it shall not be lawful for the employer, party to such arbitration, to discharge the employees, parties thereto, except for inefficiency, violation of law, or neglect of duty; nor for the organization representing such employees to order, nor for the employees to unite in, aid, or abet, strikes against said employer; nor, during a period of three months after an award under such an arbitration, for such employer to discharge any such employees, except for the causes aforesaid, without giving thirty days' written notice of an intent so to discharge; nor for any of such employees, during a like period, to quit the service of said employer without just cause, without giving to said employer thirty days' written notice of an intent so to do; nor for such organization representing such employees to order, counsel, or advise otherwise. Any violation of this section shall subject the offending party to liability for damages: *Provided*, That nothing herein contained shall be construed to prevent any employer, party to such arbitration, from reducing the number of its or his employees whenever in its or his judgment business necessities require such reduction.

SEC. 8. That in every incorporation under the provisions of chapter five hundred and sixty-seven of the United States Statutes of eighteen hundred and eighty-five and eighteen hundred and eighty-six it must be provided in the articles of incorporation and in the constitution, rules, and by-laws that a member shall cease to be such by participating in or by instigating force or violence against persons or property during strikes, lockouts, or boycotts, or by seeking to prevent others from working through violence, threats, or intimidations. Members of such incorporations shall not be personally liable for the acts, debts, or obligations of the corporations, nor shall such corporations be liable for the acts of members or others in violation of law; and such corporations may appear by designated representatives before the board created by this Act, or in any suits or proceedings for or against such corporations or their members in any of the Federal courts.

SEC. 9. That whenever receivers appointed by Federal courts are in the possession and control of railroads, the employees upon such railroads shall have the right to be heard in such courts upon all questions affecting the terms and conditions of their employment, through the officers and representatives of their associations, whether incorporated or unincorporated, and no reduction of wages shall be made by such receivers without the authority of the court therefor upon notice to such employees, said notice to be not less than twenty days before the hearing upon the receivers' petition or application, and to be posted upon all customary bulletin boards along or upon the railway operated by such receiver or receivers.

SEC. 10. That any employer subject to the provisions of this Act and any officer, agent, or receiver of such employer who shall require any employee, or any person seeking employment, as a condition of such employment, to enter into an agreement, either written or verbal, not to become or remain a member of any labor corporation, association, or organization; or shall threaten any employee with loss of employment, or shall unjustly discriminate against any employee because of his membership in such a labor corporation, association, or organization; or who shall require any employee or any person seeking employment, as a condition of such employment, to enter into a contract whereby such employee or applicant for employment shall agree to contribute to any fund for charitable, social, or beneficial purposes; to release such employer from legal liability for any personal injury by reason of any benefit received from such fund beyond the proportion of the benefit arising from the employer's contribution to such fund; or who shall, after having discharged an employee, attempt or conspire to prevent such employee from obtaining employment, or who shall, after the quitting of an employee, attempt or conspire to prevent such employee from obtaining employment, is hereby declared to be guilty of a misdemeanor, and, upon conviction thereof in any court of the United States of competent jurisdiction in the district in which such offense was committed, shall be punished for each offense by a fine of not less than one hundred dollars and not more than one thousand dollars.

SEC. 11. That each member of said board of arbitration shall receive a compensation of ten dollars per day for the time he is actually employed, and his traveling and other necessary expenses; and a sum of money sufficient to pay the same, together with the traveling and other necessary and proper expenses of any conciliation or arbitration had hereunder, not to exceed ten thousand dollars in any one year, to be approved by the chairman of the Interstate Commerce Commission and audited by the proper accounting officers of the Treasury, is hereby appropriated for the fiscal

years ending June thirtieth, eighteen hundred and ninety-eight, and June thirtieth, eighteen hundred and ninety-nine, out of any money in the Treasury not otherwise appropriated.

SEC. 12. That the Act to create boards of arbitration or commission for settling controversies and differences between railroad corporations and other common carriers engaged in interstate or territorial transportation of property or persons and their employees, approved October first, eighteen hundred and eighty-eight, is hereby repealed.

#### ACT OF MARCH 4, 1911: 66 STATS., 1397.

The President of the United States from and after the passage of this act is authorized to designate from time to time any member of the Interstate Commerce Commission or of the Court of Commerce to exercise the powers conferred and the duties imposed upon the chairman of the Interstate Commerce Commission by the provisions of the "Act concerning carriers engaged in interstate commerce and their employees," approved June first, eighteen hundred and ninety-eight; and the member so designated, during the period for which he is designated, shall have the powers now conferred by said act on the chairman of the Interstate Commerce Commission.



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